

AIRPORT AGREEMENT

between

UNITED STATES SOCCER FEDERATION, INC. (USSF)

1801 South Prairie Avenue
Chicago, Illinois 60616
United States of America

(“Member Association”)

on the one side

and

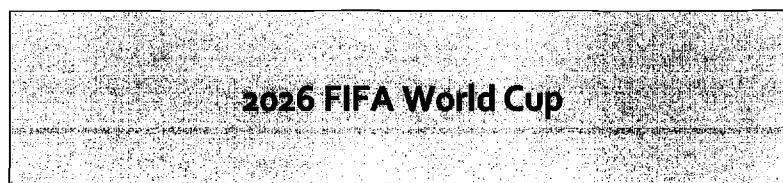
LOS ANGELES WORLD AIRPORTS

1 World Way
Los Angeles, California 90045
United States of America

(“Airport Authority”)

on the other side

regarding participation in hosting and staging the



Initialled by

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AIRPORT AGREEMENT

1. INTRODUCTION

1.1 FIFA

- (i) FIFA is the world governing body for the sport of Association Football, which it promotes on a worldwide basis through its development programmes, as well as by organising, supervising and promoting international Association Football competitions and supports and funds programmes that support social development through football.
- (ii) It is FIFA's vision to promote the game, protect its integrity, and bring the game to all. All of FIFA's activities are aligned with this vision and are supported by FIFA's statutory key objectives.
- (iii) FIFA is the creator of all FIFA competitions, including the FIFA World Cup, and has ultimate authority over the manner in which all FIFA competitions, including the Competition, are staged and organised.
- (iv) FIFA is the sole owner of any and all commercial and other rights related to the Competition. FIFA retains the right to exclusively exploit any such rights directly or indirectly, in perpetuity, in any manner, without any restriction, and on a worldwide basis. FIFA retains all revenues derived from such exploitation, which represent FIFA's main source of income to fulfil its statutory tasks.
- (v) FIFA has invited its member associations to bid for the right to host and stage the Competition.

1.2 Member Association

The Member Association has formally expressed its interest to participate in the Bidding Process and has submitted a Bid with the objective to co-organise together with FIFA the Competition in the Host Country.

1.3 Bidding Process and Appointment

- (i) During the Bidding Process, as part of its Bid, each of the member associations participating in the Bidding Process, including the Member Association, was required to:
 - a) propose to FIFA for the hosting and staging of the Competition in the Host Country a certain number of host cities and stadiums for the use for the Competition;
 - b) propose to FIFA a certain number of locations for the hosting and staging of the Competition-related Events; and

- c) secure key infrastructural components, including airports located in, or close to, all such proposed Host Cities in the Host Country.
- (ii) The Bidding Process will be concluded by the decision of the FIFA Congress on the selection for the host country or host countries.
- (iii) In the event that the FIFA Congress selects the Member Association to co-organise together with FIFA the Competition in the Host Country, subsequent to the final selection of the host cities and stadiums, FIFA's decision on the locations to be used for the hosting and staging of the Competition-related Events as well as FIFA's decision on its integrated transport strategy and concept, FIFA will select the airports to be used in connection with the Competition.

1.4 2026 FWC Entity

- (i) FIFA will establish the 2026 FWC Entity in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.
- (ii) The legal form and ownership structure of the 2026 FWC Entity and its place of business will be determined by FIFA, at its sole discretion, subsequent to the selection of the Member Association.
- (iii) The contractual relationship between the Member Association and the 2026 FWC Entity and/or FIFA will be determined by FIFA and the Member Association subsequent to the selection of the Member Association for the Competition. In particular, such contractual relationship will ensure the:
 - a) operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity; and
 - b) fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition to the 2026 FWC Entity by third parties contracted owed to the Member Association, such as the Airport Authority pursuant to this Airport Agreement.

1.5 Joint Bid and Co-Hosting of Competition

- (i) In the event that the Member Association has formally expressed its interest to participate in the Bidding Process together with other member associations, the Member Association has submitted a Bid jointly with such other member associations. The irrevocable offer by the Airport Authority as established in this Airport Agreement formed part of the joint Bid submitted to FIFA.
- (ii) In the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, the following shall apply:

- a) Clause 1.4. (i) above may not apply. FIFA will establish the 2026 FWC Entity in one of the host countries, not necessarily the Host Country, and a 2026 FWC Subsidiary in each of the respective other host countries in which the 2026 FWC Entity is not located, as the central entities for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Member Association and the other member associations. At the date of the unilateral execution by the Airport Authority of this Airport Agreement, FIFA has not decided whether the 2026 FWC Entity or a 2026 FWC Subsidiary will be located in the Host Country;
- b) the legal form and ownership structure of the 2026 FWC Entity and the 2026 FWC Subsidiaries, the countries and respective places of business where the 2026 FWC Entity and the 2026 FWC Subsidiaries are established shall be determined by FIFA, at its sole discretion, subsequent to the selection of the Member Association; and
- c) the contractual relationship between the Member Association, the 2026 FWC Entity and the 2026 FWC Subsidiaries will be determined by FIFA and the Member Association subsequent to the selection of the Member Association. In particular, such contractual relationship will ensure:
 - the operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country); and
 - the fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition owed to the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country) by third parties contracted to the Member Association, such as the Airport Authority pursuant to this Airport Agreement.

(iii) Based on Clause 1.5 (ii) above, in the event that the Member Association has been selected by FIFA together with other member associations, unless explicitly otherwise stated in this Airport Agreement, all references to the "2026 FWC Entity" shall be read and understood as follows:

- a) with respect to the operational delivery of all tasks, activities and obligations as well as the entitlements of the Member Association as reference to "2026 FWC Entity or 2026 FWC Subsidiaries"; and
- b) with respect to the fulfilment of any obligations, and operational delivery of tasks and activities by the Airport Authority as reference to "2026 FWC Entity and/or 2026 FWC Subsidiaries".

(iv) In the event that the Member Association has been selected by FIFA together with other member associations, all references to the "Host Country" refer to the country where the Member Association is located. Whenever this Airport

Agreement makes reference to the Host Country and the countries of the other member associations co-organising the Competition, it is explicitly stated in the respective Clause.

2. EFFECTIVENESS AND FULFILMENT OF AIRPORT AGREEMENT

2.1 Conclusion of Airport Agreement

- (i) As part of its requirements in the Bidding Process as described in Clause 1.3 (i) above, the Member Association has provided FIFA with this Airport Agreement unilaterally executed by the Airport Authority for use of the Airport in connection with the Competition. This Airport Agreement incorporates the information on Airport operations contained in Annexe 2.
- (ii) The Airport Authority agrees and acknowledges that:
 - a) the unilateral execution of this Airport Agreement by the Airport Authority constitutes an irrevocable offer to the Member Association to be appointed as an Airport to be used in connection with the Competition and/or certain Competition-related Events on the terms and conditions as set out in this Airport Agreement; and
 - b) its irrevocable offer to the Member Association is legally binding and fully valid until one (1) month subsequent to the selection by FIFA of the host cities and stadiums and the Member Association is entitled to accept the offer of the Airport Authority at any time until such date.
- (iii) This Airport Agreement shall be concluded and come into full legal effect for both parties as and when the Member Association accepts the offer by the Airport Authority by providing the Airport Authority with a countersigned version of this Airport Agreement. The acceptance by the Member Association is regardless of any potential specifications and/or modifications pursuant to Clause 2.2.2 below and/or the adaptations of the scope of this Airport Agreement pursuant to Clause 2.2.3 below.

2.2 Content of Airport Agreement

2.2.1 General Principles

- (i) This Airport Agreement contains the obligations of the Airport Authority to be fulfilled by the Airport Authority with regard to all tasks, activities and sub-projects that are to be delivered by the Airport Authority in connection with the Competition during the entire Airport Operational Period unless otherwise determined by the Member Association and/or FIFA in relation to specific obligations of the Airport Authority under this Airport Agreement.
- (ii) In principle, in relation to the use of the Airport for the Competition, this Airport Agreement shall be fully effective and applicable in its entirety without any

adaptation of its scope.

2.2.2

Specification and Modifications

- (i) Notwithstanding the general principle set out in Clause 2.2.1 (i) above, the Airport Authority agrees and acknowledges that:
 - a) its obligations as set out in this Airport Agreement are based on the standards and concepts foreseen by FIFA at the time of the Bidding Process and some of its obligations may only be specified by the Member Association and/or FIFA at a later stage;
 - b) its obligations as set out in this Airport Agreement are based on the envisaged operational set-up and the allocation of roles and responsibilities of the Member Association, FIFA, the 2026 FWC Entity and other involved parties at the time of the Bidding Process and such operational set-up and/or the allocation of roles and responsibilities may be modified by FIFA at a later stage; and
 - c) this Airport Agreement therefore does not contain a complete, detailed and final description of the obligations of the Airport Authority and not necessarily the final operational set-up and allocation of roles and responsibilities.
- (ii) Taking into account Clause 2.2.2 (i) above, the Airport Authority agrees and acknowledges that, throughout the term of this Airport Agreement, FIFA has the right to make:
 - a) detailed specifications and/or modifications of the obligations of the Airport Authority; and/or
 - b) modifications of the operational set-up and/or the allocation of roles and responsibilities.

In any such case, the Member Association, FIFA and the Airport Authority shall jointly and in good faith discuss and agree potential solutions on how to reasonably minimise any substantial adverse effect on the Airport Authority and, at the same time, best-possibly implement any such specifications and/or modifications. Subject to Clause 12.13 below, the Airport Authority undertakes to fully comply, and ensures that any third party involved in the fulfilment of the respective obligation complies, with, and implements, any such specification and/or modification in such manner as agreed between the parties.

- (iii) For the avoidance of doubt, the Airport Authority agrees and acknowledges that any determination by the Member Association and/or FIFA of the Airport Operational Period in relation to specific obligations of the Airport Authority under this Airport Agreement shall not represent a specification or modification pursuant to this Clause 2.2.2.

2.2.3

Adaptation of Scope of Airport Agreement

- (i) The full scope of this Airport Agreement of this Airport Agreement is based on the assumption that the Airport is connected to a host city of the Competition.
- (ii) Notwithstanding of the general principle set out in Clause 2.2.1 (ii) above, the scope of this Airport Agreement may be adapted by the Member Association depending on how FIFA decides to use the Airport in connection with the Competition. With this respect, FIFA may select the Airport for the Event Transport as an integrated part of the general mobility concept for the Competition to be officially used as:
 - a) transport infrastructure component related to the Host City;
 - b) general transport infrastructure component unrelated to the Host City; and/or
 - c) transport infrastructure component for either the Preliminary Draw, the Final Draw, the Team Workshop, the FIFA Congress and/or any other Competition-related Event.
- (iii) The Airport Authority agrees and acknowledges that FIFA, on the basis of its Event Transport and general mobility concept for the Competition, may decide to adapt the scope of this Airport Agreement in the event that:
 - a) the Airport will only be used for certain persons or entities connected with the Competition;
 - b) due to the size or function of the Airport not all facilities or services are available or required for the Competition;
 - c) FIFA decides not to use all facilities or services available at the Airport; and/or
 - d) additional FIFA competitions are awarded to the Member Association as operational test(s) for the Competition, such as parts of the preliminary competition of the FIFA World Cup.
- (iv) The Member Association or FIFA shall inform the Airport Authority in writing about FIFA's decision on how to use the Airport and the adaptation of the scope of this Airport Agreement required on the basis of FIFA's decision.
- (v) In case of an adaptation of the scope of this Airport Agreement pursuant to Clause 2.2.3 (iii) above, the Airport Authority, the Member Association and FIFA shall, in good faith, discuss and determine the necessary implementation of the adaptations with respect to the content and scope of the services, spaces, facilities and further operational support to be provided by the Airport Authority pursuant to Clause 4 to 7 below.
- (vi) For the avoidance of doubt, the Airport Authority agrees and acknowledges that any determination by the Member Association and/or FIFA of the Airport Operational Period in relation to specific obligations of the Airport Authority under this Airport Agreement shall not represent an adaptation of the scope of this

Airport Agreement pursuant to this Clause 2.2.3.

- (vii) Notwithstanding the potential adaptations pursuant to Clause 2.2.3 (iii) above, the terms and conditions of Clause 1 above, this Clause 2 as well as Clause 3 and Clauses 8 to 11 below shall always apply without any adaptation regardless of the use of the Airport.

2.3 Early Termination of Airport Agreement

In the event that FIFA decides to not use the Airport for the Competition as one of the transport infrastructure components as described in Clause 2.2.3 (ii) a) to c) above, the Member Association shall, by written notice, have the right for an early termination with immediate effect of this Airport Agreement. The Member Association may exercise such early termination right by no later than one (1) month subsequent to the selection by FIFA of the host cities and stadiums.

2.4 Fulfilment of Airport Agreement

- (i) The Member Association shall inform the Airport Authority in writing about the final operational set-up pursuant to Clause 1.4 (iii) above and the modalities and specifications with respect to the fulfilment of any obligations under this Airport Agreement.
- (ii) With respect to the integration of this Airport Agreement in the final operational set-up for, and the delivery of, the Competition, the Airport Authority agrees and acknowledges that:
 - a) any obligations of the Member Association under this Airport Agreement may be fulfilled by the 2026 FWC Entity on behalf of the Member Association; and
 - b) the Member Association may request the Airport Authority to fulfil any of its obligations to the 2026 FWC Entity under this Airport Agreement.

In such cases, the 2026 FWC Entity shall not be deemed jointly and severally liable to the Airport Authority under, or in connection with, this Airport Agreement.

- (iii) As an alternative to Clause 2.4 (ii) above, in order to integrate this Airport Agreement in the final operational set-up for, and the delivery of, the Competition, the Member Association is entitled to unconditionally transfer all its rights and obligations resulting from, or in connection with, this Airport Agreement to the 2026 FWC Entity. In such case, upon request by the Member Association, the Airport Authority undertakes to unconditionally accept the assignment and assumption of all rights and obligations of the Member Association to the 2026 FWC Entity and agrees to execute any such documents as may be necessary to give effect to this provision.
- (iv) Dependent on the Member Association's decision pursuant to Clause 2.4 (ii) and (iii) above, unless explicitly otherwise stated in this Airport Agreement, with

respect to the fulfilment of the obligations resulting from this Airport Agreement, all references to the "Member Association" may refer also to FIFA or the 2026 FWC Entity as applicable.

(v) Regardless of the Member Association's decision to Clause 2.4 (ii) and (iii) above, the Airport Authority agrees and acknowledges that any rights and opportunities of the Member Association under this Airport Agreement may be exercised by the Member Association for the benefit of FIFA, any FIFA Subsidiary and/or any third party nominated by FIFA and/or the 2026 FWC Entity.

2.5

FIFA as Third Party Beneficiary

(i) The parties agree and acknowledge that FIFA is a third party beneficiary under this Airport Agreement and, without prejudice to any other rights of FIFA, shall have the right to itself assume, and/or to appoint, at its sole discretion, any third party to assume, at any time, any rights and obligations in accordance with the terms and conditions of this Airport Agreement. In particular, the Airport Authority agrees and acknowledges that:

- a) FIFA has the ultimate and sole authority to exercise any rights resulting for FIFA directly or as third party beneficiary and/or the Member Association from, or in connection with, this Airport Agreement; and
- b) it shall not object to any exercise by FIFA of the rights resulting for FIFA from, or in connection with, this Airport Agreement.

(ii) Irrespective of FIFA's role as third party beneficiary under this Airport Agreement, the parties agree and acknowledge that FIFA and the Member Association are not jointly and severally liable to the Airport Authority for the obligations of the Member Association and the exercise of any rights by the Member Association or FIFA as third party beneficiary under, or in connection with, this Airport Agreement. Therefore, the Airport Authority shall not have any claims or rights against FIFA in case of a violation of any obligations by the Member Association.

(iii) For the avoidance of doubt, the Airport Authority agrees and acknowledges that any rights resulting for FIFA directly or as third party beneficiary from, or in connection with, this Airport Agreement, may also be exercised by the 2026 FWC Entity.

3.

USE OF AIRPORT

(i) Depending on FIFA's decision regarding the use of the Airport and the Event Transport and general mobility concept for the Competition, the Airport will be used during the Airport Operational Period by:

- a) individuals accredited by FIFA in connection with the Competition (such as Team Delegation members, the FIFA Delegation members, Referees, Media Representatives and/or persons affiliated to Commercial Affiliates or service

providers) and further individuals connected with the Competition as nominated by FIFA (such as VIP/VVIP guests); and

- b) members of the general public including fans and spectators visiting the Host Country in connection with the Competition.
- (ii) The specific circumstances arising from hosting and staging the Competition in the Host Country may not be fully accommodated by the ordinary day-to-day operations of the Airport. Therefore, this Airport Agreement focuses to address the specific requirements and needs of the individuals listed in Clause 3.1 (i) a) above as reflected in the Event Transport and general mobility concept for the Competition.
- (iii) Notwithstanding the specific requirements and needs as set out in this Airport Agreement, it is assumed that the Airport Authority continues its ordinary day-to-day operations and, in coordination with the Host City Authority (if applicable) and further local stakeholders, establishes specific measures and procedures to accommodate the enhanced traffic and expected increased use of the Airport by the members of the general public in connection with the Competition as set out in Clause 3 (i) b) above.

4. GENERAL OBLIGATIONS

4.1 Cooperation by Airport Authority

- (i) The Airport Authority shall closely cooperate with, and support, the Member Association, FIFA, the Host City Authority, the Government and other competent local, regional or national governmental authority of the Host Country (as applicable) in relation to the hosting and staging of the Competition in accordance with FIFA's requirements for the Competition, including:
 - a) integration of the Airport operations and solutions in the strategies and concepts developed by FIFA or the Member Association for Event Transport and general mobility, safety and security as well as spectator services, all as described in further detail in this Airport Agreement;
 - b) support to the central coordination and planning of the Event Transport and general mobility, including close coordination with the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable), the Host City Authority and private stakeholders to ensure the provision of their necessary support for the Event Transport and general mobility; and
 - c) subject to Clause 12.13 below, the permission and facilitation of the installation of necessary information technology and communication infrastructure as well as facilities as required by the Member Association to access the Competition-related IT solution at the Airport.
- (ii) The Airport Authority agrees and acknowledges that the Government, the Host

City Authority and/or other competent local, regional or national governmental authorities of the Host Country (as applicable), such as the competent air traffic control authorities, may take appropriate measures and/or enact specific regulations and/or ordinances relating to the Competition, including traffic and other restrictions to the airspace above the Stadium, the FIFA Fan Fests and other key areas of the Host City during the Competition (e.g. the prohibition of commercial signage and/or advertising in such airspace). In this regard, the Airport Authority shall closely cooperate with the Government, the Host City Authority and/or any other competent local, regional or national governmental authority of the Host Country (as applicable), such as the competent air traffic control authorities.

4.2 Airport Representative

By no later than three (3) months upon conclusion of this Airport Agreement or, if the Airport is only used for any Competition-related Event, by such date as agreed by the Airport Authority, the Member Association and FIFA, the Airport Authority shall appoint one (1) competent staff member serving as main contact person within the Airport Authority that shall properly communicate and report to the Member Association, FIFA and the Host City on any matters related to the fulfilment of the Airport Authority's obligations under this Airport Agreement.

4.3 Airport Operational Plan

By no later than two (2) years prior to the Opening Match or, if the Airport is only used for any Competition-related Event, by six (6) months prior to the respective Competition-related Event, the Airport Authority shall prepare and provide to the Member Association and/or FIFA a written operational plan on how to fulfil its obligations under this Airport Agreement (i.e. in the form as adapted pursuant to Clause 2.2.3 above and subject to Clause 12.13 below), including detailed information on the following:

- (i) the provision of Airport facilities pursuant to Clause 5 below;
- (ii) the provision of the Airport operations for the Competition pursuant to Clause 6 below, including provision of Team services pursuant Clause 6.7 below and provision of VIP/VVIP services pursuant to Clause 6.8 below;
- (iii) the implementation of Airport signage, Outdoor Media and Airport dressing matters pursuant to Clause 7 below;
- (iv) compliance with the provisions concerning human rights and labour standards described in Clause 12 below; and
- (v) the overall timeline, allocation of responsibilities and other relevant project management matters related to the Airport Authority's obligations.

In case of any construction and or modernisation measures planned by the Airport Authority in order to ensure the operation of the Airport during the Airport Operational Period in line with the information pursuant to Annexe 2, the Airport Authority shall

regularly provide the Member Association and/or FIFA in writing with the relevant information on the status and progress of such measures.

4.4

Third Party Involvement

The Airport operations and therefore also the fulfilment of the Airport Authority's obligations under this Airport Agreement may require the involvement and support of various third parties aside of the Airport Authority, such as the Government, the Host City Authority, other competent local, regional or national governmental authorities of the Host Country, such as the competent air traffic control authorities, customs, immigration and security authorities, airlines, ground handling companies as well as contractors and/or service providers of the Airport Authority. In any case of third party involvement, the Airport Authority shall seek to secure such involvement and support from the relevant third party to ensure full compliance with this Airport Agreement.

5.

FACILITIES

5.1

Operational Facilities

During the Airport Operational Period, subject to Clause 12.13 below, the Airport Authority shall provide the following facilities in the Airport for the exclusive use for the Competition:

- (i) **Welcome Desks:** if requested by the Member Association and/or FIFA, up to four (4) pre-defined, well-located and visible areas in each terminal of the Airport, one (1) located in the baggage reclaim area (air side) and another one (1) located close to the exit of the relevant terminal (land side), where FIFA (and/or FIFA's nominee) will be allowed to set-up and operate official welcome desks (including backdrops) to meet and assist the individuals listed in Clause 3 (i) a) above. Any directional and other signage as well as dressing in connection with the welcome desks will be planned, installed, maintained and dismantled by FIFA. With respect to such signage, Clause 7.1 below applies accordingly;
- (ii) **Main Office:** if requested by the Member Association and/or FIFA, an office of approximately forty square meters (40 m²) in close proximity to the FIFA welcome desk located close to the exit of the main terminal of the Airport (land side) with easy access to air side areas and facilities;
- (iii) **Common Room:** if requested by the Member Association and/or FIFA, a room of approximately sixty square meters (60 m²) in close proximity to the FIFA welcome desk located close to the exit of the main terminal of the Airport (land side) for use by drivers, Volunteers and other people designated by FIFA. Such common room shall be equipped with comfortable seating, a television set and lockers. FIFA shall be entitled to install a beverage refrigerator and to provide beverages to such staff without any corkage or similar fees.

Depending on the facilities available and the location of the common room, the common room may integrate the main office pursuant to Clause 5.1 (ii) above; and

(iv) **Ticket Collection Points:** if requested by the Member Association and/or FIFA, one (1) pre-defined, well-located and visible area that is accessible to disabled people and people with limited mobility located close to the exit of the main or other terminals (land side) with sufficient back office and storage space where FIFA (and/or FIFA's nominee) will be allowed to set-up and operate one or more official Ticket collection points to assist fans arriving for the Competition, including the availability of any utilities to operate such Ticket collection points (such as power, waste management, telephone/ internet access). In the event the Airport is connected to a Host City, it is foreseen to operate such Ticket collection points as of seven (7) days prior to the Opening Match staged in the Host City until the day of the last Match staged in the Host City or such earlier date as determined by the Member Association and/or FIFA.

The Member Association will ensure that the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable) are responsible for the safety and security for the Ticket collection points. The Airport Authority, the Member Association and FIFA shall closely coordinate such security measures and operations and the Airport Authority shall support the relevant entities to obtain the necessary permissions to conduct such security measures and operations at the Airport.

Any directional and other signage as well as dressing in connection with the Ticket collection points will be planned, installed, maintained and dismantled by FIFA. With respect to such signage, Clause 7.1 below applies accordingly.

5.2 **Retail Facilities**

(i) If requested by the Member Association and/or FIFA, the Airport Authority shall, subject to Clause 12.13 below, provide two (2) pre-defined, well-located (i.e. in the best available location in the main passenger flow) and visible areas of approximately two hundred square meters (200 m²) that are accessible to disabled people and people with limited mobility, one (1) to be located in the arrival area and one (1) in the departure area of the Airport where FIFA (and/or FIFA's nominee) will be allowed to set-up and operate an official retail outlet for official Competition-related merchandise and other products, including the availability of any utilities to operate such retail outlet (such as power, waste management, telephone/internet access).

(ii) The terms and conditions for the provision, use and operation of such area and utilities shall be subject to a separate agreement between FIFA (or FIFA's nominee) and the Airport Authority, it being understood that the:

- rental fees for the use and operation of such retail outlet shall not exceed prevailing market prices regularly charged by the Airport Authority for similar operations at the Airport;
- communication and promotion of such retail outlet by the Airport Authority shall be conducted in such manner as agreed between FIFA (or FIFA's nominee) and the Airport Authority. In particular, each and every use of the

Competition Marks as part of any such communication or promotion of the retail outlet shall subject to FIFA's prior written approval;

- c) period of use of such area by FIFA (or FIFA's nominee) shall commence six (6) months prior to the Opening Match and shall conclude one (1) month after the Final Match (comprising the entire Airport Operational Period) and
- d) the separate agreement shall be concluded in full compliance with all applicable international, supra-national, national, state, local, and municipal laws, regulations and decrees.

6. AIRPORT OPERATIONS

6.1 General Obligation

- (i) Subject to Clause 12.13 below, the Airport Authority shall, on Match Days and generally throughout the Airport Operational Period, adapt its operational processes and implement special measures in relation to the operating hours, Airport capacity, customs and immigration services (if applicable), transport and parking, access and security measures, accessibility, Team services as well as VIP/VVIP services as described in Clauses 6.2 to 6.9 below.
- (ii) In particular, subject to Clause 12.13 below, the Airport Authority shall seek to ensure that the Airport operations during the Airport Operational Period are conducted in a manner meeting the operational requirements of FIFA and/or the Member Association in order to implement the Event Transport and general mobility concept for the Competition and to accommodate the use of the Airport by the individuals listed in Clause 3 (i) a) above.
- (iii) The Airport Authority represents and warrants that the information on Airport operations contained in Annexe 2 is accurate and undertakes to implement the necessary measures to ensure that the Airport will be available for use in connection with the Competition in compliance with such representation and warranties in good time prior to the start of the Competition.
- (iv) It is furthermore assumed that the Airport Authority may adopt its operations and provide additional passenger facilities and services to accommodate the enhanced traffic and expected increased use of the Airport by the members of the general public in connection with the Competition, including if necessary, additional temporary facilities and services for spectators travelling to and from the Competition.

6.2 Operating Hours

- (i) Subject to Clause 12.13 below, the Airport Authority shall ensure that on the day immediately preceding any Match Day, on any Match Day and on the day immediately following any Match Day, the Airport is open and fully operational during its regular operational hours and at such additional times as may be agreed

between the parties in good faith in order to best possibly accommodate the operational requirements of FIFA and the Member Association in relation to the individuals listed in Clause 3 (i) a) above.

- (ii) It is furthermore assumed that the Airport Authority may adopt its operating hours to accommodate the enhanced traffic and expected increased use of the Airport by the members of the general public in connection with the Competition.

6.3 Capacities

6.3.1 Passenger Capacities

- (i) Subject to Clause 12.13 below, the Airport Authority ensures that the Airport passenger capacities described in Annexe 2 are available during the entire Airport Operational Period.
- (ii) Subject to Clause 12.13 below, the Airport Authority agrees that the Competition-related passenger capacity requirements will be calculated on the basis of the size of the Stadium, the expected number of persons arriving at, and departing from, the Airport in connection with a Match, the stage of the Competition and requirements arising from the general mobility plan, including the availability of land transport facilities and accommodation in the Host City. Should the number of individuals expected to use the Airport exceed the available Airport passenger capacity in connection with a Match or for any further reason in connection with the Competition:
 - a) the Airport Authority together with the Member Association and FIFA shall use best efforts to increase the overall Airport passenger capacity in relation to such Match, including to liaise with the relevant airlines and the competent air traffic authorities;
 - b) the Airport Authority shall use best efforts to adapt its operational processes and implement special measures in connection with such Match; and/or
 - c) the Airport Authority, the Member Association and FIFA shall, in good faith, elaborate alternative solutions in connection with such Match to further mitigate adverse operational effects resulting from such shortfall and best possibly serving the operational needs of the Competition.

6.3.2 Take-off and Landing Slots

- (i) Subject to Clause 12.13 below, the Airport Authority shall use best efforts to ensure that, during the Airport Operational Period, there are sufficient take-off and landing slots available at the Airport for the necessary number of scheduled and additional charter flights as well as a sufficient number of parking positions for such aircrafts.
- (ii) If requested by the Member Association and/or FIFA, subject to Clause 12.13 below, the Airport Authority shall use best efforts to obtain additional take-off and

landing slots outside of the regular operational hours of the Airport (e.g. night time slots), in particular to allow late-night and early-morning arrivals and departures to accommodate Match kick-off and conclusion times in the Host City and to enable spectators to arrive at, and depart from, the Airport with maximum flexibility.

- (iii) In this regard, the Airport Authority shall provide the Member Association and/or FIFA with all relevant information on the additional take-off and landing slots to be obtained by the Airport Authority.

6.3.3 Match Day Facilities and Services

- (i) On Match Days, subject to Clause 12.13 below, the Airport Authority shall provide facilities and services, including a sufficient number of take-off and landing slots as well as corresponding parking positions and arrival and departure services integrated in the regular Airport operations, for aircrafts (including charter flights and private jets) using the Airport in connection with the Competition as follows:
 - a) on a priority level for flights of the Team Delegation members, the FIFA President, the FIFA Secretary General and further VIP/VVIP guests as well as additional, Match-related charter flights of spectators; and
 - b) on an enhanced level for flights of FIFA Delegation members, persons affiliated to Commercial Affiliates, service providers and fans and spectators visiting the Host Country.
- (ii) The costs charged by the Airport Authority for the facilities and services provided pursuant to Clause 6.3.3 (i) above shall not exceed the prevailing prices regularly charged by the Airport Authority for such services and facilities.

6.4 Fast Lane Procedures

- (i) Subject to Clause 12.13 below, the Airport Authority shall provide the necessary space and infrastructure at the Airport throughout the Airport Operational Period to implement a dedicated "fast lane access and procedures" system through the customs, immigration and security controls for all individuals listed in Clause 3 (i) a) above, including the provision and installation of appropriate signage.
- (ii) The Airport Authority shall closely coordinate with, and support, the competent customs, immigration, security authorities and other relevant third parties, as necessary to implement a dedicated "fast lane access and procedures" system at the Airport for all individuals listed in Clause 3 (i) a) above throughout the Airport Operational Period.

6.5 Transport and Parking

6.5.1 Transport Operations

Throughout the Airport Operational Period, subject to Clause 12.13 below, the Airport Authority shall support efficient, safe and facilitated transport operations to, from and

within the Airport for all individuals listed in Clause 3 (i) a) above pursuant to this Clause 6.5, including with respect to such as dedicated load zones, parking areas, access routes, car and bus staging permissions.

6.5.2 Load Zones

- (i) Throughout the Airport Operational Period, in particular in connection with the Matches staged in the Host City, subject to Clause 6.5.2 (ii) below and Clause 12.13 below, the Airport Authority shall provide dedicated load zones:
 - a) for FIFA Delegation members, Team Delegation members and other individuals determined by FIFA in a secure area as close as possible to the entrance/exit of the terminals and in close proximity of the welcome desks used for the transport in connection with the Competition;
 - b) for VIP/VVIP guests and Referees, in a dedicated, secure area directly outside of the entrance/exit of the terminals used for the transport of VIP/VVIP guests and Referees in connection with the Competition; and
 - c) for buses used by groups determined by FIFA and/or the Member Association, in an area near the terminals used for the transport in connection with the Competition.
- (ii) The size and exact location of the load zones shall, in good faith, be discussed and determined by mutual agreement of the Member Association, FIFA and the Airport Authority, it being understood that it is expected that FIFA will require per terminal a load zone for approximately eight (8) cars and two (2) buses in the normal load zone and eight (8) cars in the load zone for VIPs/VVIPs. In cases of exceptional demand, it is expected that FIFA will require an additional load zone for up to six (6) buses per terminal.
- (iii) Any directional and other signage in connection with the load zones will, subject to Clause 12.13 below, be planned, installed, maintained and dismantled by FIFA. With respect to such signage, Clause 7.1 below applies accordingly.

6.5.3 Parking Facilities

Throughout the Airport Operational Period, in particular in connection with the Matches staged in the Host City, subject to Clause 12.13 below, the Airport Authority shall allocate for the exclusive use of FIFA and the Member Association forty (40) parking spaces for cars and ten (10) parking spaces for buses at a location in the close vicinity of the main exit of each terminal at the Airport.

Subject to Clause 12.13 below, the Airport Authority shall make adequate security arrangements to ensure that all parking facilities are safe and secure throughout the Airport Operational Period.

6.5.4 Staging Areas for Cars and Buses

Throughout the Airport Operational Period, in particular in connection with the Matches staged in the Host City, subject to Clause 12.13 below, the Airport Authority shall allocate

for the exclusive use of FIFA and the Member Association sufficient temporary staging areas for cars and buses, taking into account the number of load zones as referred to in Clause 6.5.2 above.

6.5.5 Car Park Access

Subject to Clause 12.13 below, the Airport Authority shall provide FIFA and the Member Association with a sufficient number of access devices, such as key card or magnetic card, to use of the parking facilities and the staging areas referred to in Clauses 6.5.3 and 6.5.4 above free of any charge, including a limited number of parking facilities for disabled people and people with limited mobility.

6.6 Access and Security

6.6.1 General Cooperation

- (i) A comprehensive safety and security strategy and concept for the Competition will be developed and implemented in close cooperation by FIFA, the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable). Such safety and security strategy and concept comprises specific security measures foreseen to ensure safety and security at all airports in the Host Country used for the Competition, including the Airport.
- (ii) With respect to planning and implementation of such safety and security concept, the Airport Authority shall
 - a) closely cooperate with, and support the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable) as well as FIFA; and
 - b) subject to Clause 12.13 below, take all necessary and suitable measures to implement the aspects of such safety and security concept which are relevant for the Airport, including setting-up and installing any temporary facilities, to ensure separation of the supporters (if required by the competent authorities).

6.6.2 Access to Secured Areas

- (i) Subject to Clause 12.13 below, the Airport Authority shall provide the necessary access to the Member Association's and FIFA's personnel, Volunteers and other staff working at the Airport as reasonably nominated by FIFA and/or the Member Association, including access to the baggage reclaim area, the gates and other air side areas and facilities:
 - a) for adequate training purposes prior to and during the Airport Operational Period; and
 - b) to carry out their Competition-related duties during the Airport Operational Period.

- (ii) In order to facilitate access as described in Clause 6.6.2 (i) above, subject to Clause 12.13 below, the Airport Authority shall provide such individuals with all necessary temporary security passes and/or access devices.
- (iii) Subject to Clause 12.13 below, the Airport Authority shall provide the Member Association with a sufficient number of communication devices (i.e. such tools to communicate to the relevant Airport Authority's responsible personnel), enabling the Member Association's and FIFA's personnel, Volunteers and other staff working at the Airport to properly communicate with the relevant staff of the Airport Authority.
- (iv) The Airport Authority agrees and acknowledges that the Member Association's and FIFA's personnel, Volunteers and other staff working at the Airport may be subject to the Airport security procedures (with preferential lanes as for any other airport staff) and checks and shall fully support any such procedures and checks if requested by the Airport Authority.

6.7 Accessibility

- (i) Throughout the Airport Operational Period, the Airport Authority shall seek to ensure that sufficient support services are available to cater for a potential increase in number of disabled people and people with limited mobility.
- (ii) In full compliance with the relevant local laws, the Airport Authority shall ensure that the Airport is equally accessible to everyone, including wheelchair users, other disabled people and people with limited mobility in connection with all aspects of its activities relating to this Airport Agreement and the Competition, in particular in relation to any load zones, temporary facilities and other operational measures or procedures installed or set up for the Competition during the Airport Operational Period.

6.8 Team Services

6.8.1 Welcome Ceremony

- (i) The Airport Authority agrees and acknowledges that a welcome ceremony for each Team upon its first arrival in the Host Country for the purpose of its participation in the Competition will be held.
- (ii) In the event that a Team first arrives at the Airport, upon request by the Member Association and/or FIFA, subject to Clause 12.13 below, the Airport Authority shall closely coordinate with, and support, the Member Association and FIFA with respect to the organisation and holding of such welcome ceremony, including:
 - a) provide access for any Member Association's and FIFA's personnel, Volunteers and other staff involved in the welcome ceremony to secured areas pursuant to Clause 6.6.2 above;
 - b) organise and support protocol procedures as determined by FIFA, such as

red carpet and protocol flags; and

- c) organise and take specific measures to accommodate high interest from Media Representatives, including to provide special access to air side areas and facilities in respect of Team arrivals for or limited number of people at indicated times of team arrivals.

6.8.2 Special Team Procedures

(i) Introduction

Due to the high interest by the general public and Media Representatives in the movement of Teams in the Host Country and/or, in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, in between the selected host countries, during the Competition and the high security standards to be applied in connection with the Teams, special procedures need to be developed and applied in connection with any Team arrival and departure at the Airport.

(ii) Access for Team Bus

Subject to Clause 12.13 below, the Airport Authority shall ensure, in close coordination with police, security and immigration authorities, that the Team buses and/or, further Team vehicles have direct access to the air side area in order to pick-up and/or drop-off the members of the Team Delegation as well as to load and unload their luggage.

(iii) Dedicated Load Zones

Subject to Clause 12.13 below, the Airport Authority shall ensure secure access to segregated load zone on air side, which shall be located in close proximity to the holding area or the aircraft and have a minimum capacity for one (1) bus and six (6) cars.

(iv) Holding areas

Subject to Clause 12.13 below, the Airport Authority shall provide a dedicated holding area in close vicinity of the load zone for Teams arriving at, or departing from, the Airport. Such holding area shall be comfortably equipped with seating possibilities and the Airport Authority shall ensure that a minimum level of catering services are provided to the Teams. The Member Association shall be entitled to install a beverage refrigerator and to provide beverages to the Teams without any corkage or similar fees.

(v) Special Immigration, Customs and Security procedures

In cooperation with the competent customs, immigration and security authorities, subject to Clause 12.13 below, the Airport Authority shall develop and apply segregated, special immigration, customs and security procedures for the Team

Delegation and its luggage, such as pre-clearance of individuals and baggage prior to the arrival at the Airport or exclusive baggage reclaim procedures.

6.9 VIP/VVIP Services

6.9.1 Introduction

Due to the enhanced security standards and special protocol procedures to be applied for VIPs and VVIPs in connection with the Competition, special procedures need to be developed and applied in respect to their arrival and departure at the Airport. VIP's and VVIPs include high ranked personalities, celebrities and dignitaries as well as individuals designated by FIFA and/or the Member Association, in particular the FIFA President, the members of the FIFA Council, the FIFA Secretary General as well as the Presidents and Secretary Generals of the six (6) FIFA Confederations.

6.9.2 Load Zones

In addition to the load zones described in Clause 6.5.2 above, upon request by FIFA and subject to the approval by the competent authorities, subject to Clause 12.13 below, the Airport Authority shall ensure that dedicated load zones to provide pick-up and drop-off services for VIPs and VVIPs designated by FIFA and/or the Member Association.

6.9.3 Special Immigration, Customs and Security Procedures

In cooperation with competent customs, immigration and security authorities, subject to Clause 12.13 below, the Airport Authority shall apply and, to the extent necessary, develop special immigration, customs and security procedures for VIPs and VVIPs and their luggage, such as exclusive baggage reclaim procedures.

6.9.4 VIP/VVIP Lounge

The Airport Authority shall, subject to Clause 12.13 below, establish and service an Airport lounge for VIPs and VVIPs during the Airport Operational Period and shall provide adequate catering and hospitality services. Furthermore, the Airport Authority shall permit the set-up of a dedicated VIP/VVIP transport desk within such lounge.

7. SIGNAGE, OUTDOOR MEDIA AND DRESSING

7.1 Airport Signage

In order to facilitate the movement of the individuals listed in Clause 3 (i) a) above, of Volunteers and other working staff present at the Airport as well as spectators arriving at, or departing from, the Airport, subject to Clause 12.13 below, the Airport Authority shall:

- (i) permit the Member Association and/or FIFA, at their own cost, to install, maintain and dismantle;

- (ii) support the Member Association and FIFA in the planning, installing, maintaining and dismantling of; and
- (iii) provide the Member Association and/or FIFA with the necessary spaces and facilities at the Airport to install

specific Competition-related directional or other signage anywhere in the relevant areas of the Airport, including at the load zones as well as at parking facilities, during the entire Airport Operational Period. Such signage may include recognition of the Host City, the Host Country or all host countries (in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition) and the Commercial Affiliates.

7.2 Outdoor Media and Airport Dressing

7.2.1 Introduction

- (i) The airports used in the Host Country, including the Airport, often are the first point of contact for spectators entering the Host Country and the Host City and therefore play an important role in creating a festive atmosphere in connection with the Competition and the Competition-related Events. Such festive atmosphere may be fostered through a comprehensive, high level Competition-related dressing concept developed by the Member Association and using further facilities available at the Airport during the Airport Operational Period. For such purpose, subject to Clause 12.13 below, facilities and decoration spaces available at the Airport shall be used to establish a dedicated Airport dressing concept developed by the Member Association and/or FIFA in relation to the Competition for the branding and decoration of the Airport.
- (ii) The festive atmosphere may be fostered through specified marketing activities by Commercial Affiliates using Outdoor Media and commercial activation spaces at the Airport to communicate their official association with the Competition.

Outdoor Media and commercial activation spaces at the Airport represent also a commercial opportunity for the Airport Authority in connection with the Competition or a Competition-related Event hosted in the Host City. In this regard, bearing in mind that the successful staging of the Competition is only made possible by the significant financial investment made by the Commercial Affiliates, in the commercial exploitation of its Outdoor Media and commercial activation spaces, subject to Clause 12.13 below, the Airport Authority is requested to offer FIFA and the Commercial Affiliates a first right to acquire such Outdoor Media as described in Clause 7.2.2 below.

- (iii) In order to prevent any third parties from gaining any form of unauthorized association with the Competition (i.e. Ambush Marketing), the level and scope of the Competition-related dressing at the Airport depends on the level of engagement by the Commercial Affiliates. As a consequence thereof, the Airport Authority, supported by the Member Association and FIFA, shall endeavour to achieve the best possible engagement by the Commercial Affiliates with the aim not to foil the Competition-related dressing concept.

7.2.2 Outdoor Media

- (i) Subject to Clause 12.13 below, the Airport Authority grants, and shall ensure that any third party appointed by the Airport Authority grants, to FIFA for the period commencing one (1) month prior to the Opening Match or the start of a Competition-related Event hosted in the Host City until one (1) week after the Final Match a first right to acquire at prevailing market prices all Outdoor Media and commercial activation spaces controlled by the Airport Authority at the Airport and in any areas in the vicinity of the Airport (including parking areas and access routes).
- (ii) FIFA, at its sole discretion, shall be entitled to assign and transfer to the Commercial Affiliates such first right and shall notify the Airport Authority accordingly.
- (iii) The Airport Authority and FIFA shall, in good faith, discuss and determine the necessary details for the content, scope and exercise of such first right. In any event, FIFA and/or the Commercial Affiliates to which FIFA grants such preferential right subsequent to the execution of this Airport Agreement, shall be entitled to exercise such first right from two (2) years prior to the start of the Competition but in any event no later than eight (8) months prior to the Competition.
- (iv) This Clause 7.2.2 shall also apply in relation to Competition-related Events hosted in the Host City, in which case, subject to Clause 12.13 below, FIFA shall have the first right to acquire at prevailing market prices all Outdoor Media and commercial activation spaces which can be used for promotional purposes at the Airport for a period from one (1) week before the relevant Competition-related Event until forty eight (48) hours after such Competition-related Event.

7.2.3 Airport Dressing

- (i) Subject to Clause 12.13 below, the Airport Authority, the Member Association and FIFA shall, in good faith, discuss and develop a dedicated, Competition-related Airport dressing concept in relation to the Competition and a Competition-related Event hosted in the Host City for the branding and decoration of further facilities and decoration spaces available at the Airport aiming to welcome visitors and create a festive atmosphere during the Airport Operational Period.
- (ii) Subject to Clause 12.13 below, the Airport Authority shall, at no costs for the Airport Authority, be entitled to have its name or logo incorporated, or a reference to the Airport in certain of the Airport dressing material displayed at the Airport in such manner and at such scope as solely determined by FIFA, provided that FIFA decides to develop such Airport dressing material pursuant to Clause 7.2.3 (iii) below.

In principle, the reference to the Airport will be in English language. However, the Airport Authority shall inform the Member Association and/or FIFA of any language/dialect in which it may wish the Airport name to appear on any such Airport dressing material. FIFA shall review such request in good faith, with no

obligation to use the local language/dialect version, in particular in view of a consistent approach across all host cities.

- (iii) The Airport Authority agrees and acknowledges, that FIFA shall be responsible for the:
 - a) development of the overall strategy for the Competition-related Airport dressing and is entitled to define, at its discretion, the design and content of any such Competition-related Airport dressing material in order to maintain consistency with the overall look and feel of the official design of the Competition as developed by FIFA;
 - b) development of the design of any Competition-related Airport dressing material, which may include recognition of the Host City, the Host Country or all host countries (in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition) and the Commercial Affiliates in such manner as determined by FIFA; and
 - c) identification, together with the Airport Authority and the Member Association, of such further facilities and decoration spaces which may be used for the Competition-related Airport dressing.
- (iv) The Member Association shall be responsible for the production, delivery, installation, maintenance and dismantling of any Competition-related Airport dressing material, such as banners, flags, posters and other dressing material.
- (v) Subject to Clause 12.13 below, the Airport Authority shall:
 - a) support the Member Association and FIFA in relation to the development, planning and implementation of the Competition-related Airport dressing;
 - b) provide to Member Association and/or FIFA, free of any charge, the further existing facilities and decoration spaces at the Airport used for the Competition-related Airport dressing, which may include facilities and decoration spaces controlled by third parties in which case the Airport Authority shall be requested to procure such facilities and decoration spaces for the Airport Operational Period;
 - c) legally assess and inform the Member Association and/or FIFA of any legal regulations or restrictions that may exist at the Airport in relation to the implementation of the Competition-related Airport dressing; and
 - d) issue or obtain, respectively support the Member Association and/or FIFA to obtain from the competent authority, any necessary permits for the installation of the Competition-related Airport dressing material.
- (vi) The Airport Authority agrees that, in order to prevent any third parties from gaining any form of unauthorised association with the Competition:
 - a) the level and scope of the Competition-related Airport dressing depends on

the level at which, and the locations where, the Commercial Affiliates have acquired Outdoor Media and commercial activation spaces at the Airport during the Airport Operational Period; and

- b) FIFA and the Member Association shall have the right to unilaterally reduce or otherwise modify the Competition-related Airport dressing, in particular to decide the manner in which the Competition Marks are displayed at the Airport.

8. BRAND PROTECTION

- (i) The Airport Authority agrees and acknowledges that FIFA will develop and manage a Brand Protection Programme for the protection and enforcement of all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competition, which includes
 - a) the protection of all registered and unregistered Intellectual Property Rights belonging to FIFA, including the Competition Marks;
 - b) the prevention, surveillance and enforcement against infringements of the Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competition; and
 - c) the creation and development of an on-site strategy to protect the Competition in the Host Country and each host city, in coordination with the Member Association and with other relevant national and local authorities.
- (ii) The Airport Authority shall not conduct any Ambush Marketing activities itself, and shall refrain from authorising, or in any other manner permitting, or enabling any unauthorised third party to create, in FIFA's opinion, any association with FIFA, the Member Association or the Competition.
- (iii) The Airport Authority shall cooperate with, and support, FIFA in preventing, or ceasing, at the Airport any offer or sale of counterfeit goods in relation to the Competition.
- (iv) In the event of any infringement of Media Rights, Marketing Rights, Intellectual Property Rights or other commercial rights in relation to the Competition at the Airport, the Airport Authority shall actively cooperate with, and support, FIFA and the Member Association in order to cease any ongoing, and prevent any future, Ambush Marketing or further infringements of FIFA's rights in relation to the Competition.

9. COMPETITION MARKS

9.1 Ownership of Competition Marks

- (i) The Airport Authority agrees and acknowledges that FIFA is the sole owner of all Competition Marks as well as the FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, the Competition or Competition-related Events, and that all rights and goodwill in, and in relation to, the Competition Marks, the FIFA Marks and such other marks shall remain vested in FIFA both during and after the term of this Airport Agreement.
- (ii) Any and all goodwill arising from the use by the Airport Authority of the Competition Marks will inure to the benefit of FIFA.

9.2 No Right of Association

- (i) Except as part of the Airport dressing material referred to in Clause 7.2.3 above, the Airport Authority shall not use any of the Competition Marks or any designations promoting or communicating the Airport's involvement in the Competition.
- (ii) The Airport Authority shall not promote or communicate its involvement in the Competition, including on its website, or otherwise associate itself with the Competition.

9.3 No Creation or Use of Other Marks

The Airport Authority shall not adopt, create and/or use

- (i) any trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the Member Association or the Competition, including any Competition-related Events during the term of this Airport Agreement;
- (ii) any registered or unregistered trademarks owned by FIFA, including any Competition Marks or FIFA Marks; and/or
- (iii) any term or symbol which is confusingly similar to, a colourable imitation of, or is a derivation of, stylisation, which unfairly competes with, any Competition Marks or FIFA Marks.

In particular, the Airport Authority undertakes to refrain from the development, use or registration of any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA or the Competition, including the words "FIFA", "World Cup", "Coupe du Monde", "Mundial", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" (or any other term used in any language to identify the Competition), or the development, use or registration of any such marks using dates in connection with the name of the Host Country or all host countries (in the event that the Member Association has been selected by FIFA together with other member associations

to co-organise the Competition), any venue or host city or any similar indicia or derivation of such terms or dates in any language.

9.4 Protection of Competition Marks

9.4.1 No Oppositions or Challenges of Competition Marks

The Airport Authority agrees and acknowledges not to oppose or in any other way challenge by any means

- (i) any of the trademark or copyright applications filed by FIFA or its affiliates, nominees or licensees in respect of the Competition Marks and the FIFA Marks; and/or
- (ii) FIFA's ownership of the Competition Marks and FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the Member Association or the Competition, including the Competition-related Events.

9.4.2 No Registrations of Competition Marks

The Airport Authority shall, at any time, refrain from applying for any copyright, trademark, patent protection or domain name registration in relation to the Competition Marks and FIFA Marks as well as any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the Member Association or the Competition, including the Competition-related Events, or assist any third party to do so.

9.4.3 No Third Party Association

The Airport Authority shall not have any trade name, logo or any other mark denoting or identifying any third party or any third party's product or service affixed to any material or Premiums bearing any of the Competition Marks.

10. HUMAN RIGHTS AND LABOUR STANDARDS

10.1 General Principle

- (i) The hosting and staging of the FIFA World Cup creates a significant social, economic and environmental impact in the Host Country. Carefully balancing social, environmental and economic considerations are key to a sustainable event.
- (ii) In this regard, FIFA is committed itself, and expects all involved stakeholders (including the Airport Authority) to be fully committed, to respecting all Human Rights in every aspect of the organisation of the Competition, including legacy and post-event related activities.

Undertakings by Airport Authority

- (i) The Airport Authority shall respect all Human Rights in accordance with the UN Guiding Principles in all aspects of its activities relating to this Airport Agreement, in particular with regard to the installation or set-up of any temporary facilities as well as the implementation of operational measures or procedures specifically for the Competition, with the understanding that this entails taking adequate measures to:
 - a) avoid causing or contributing to adverse Human Rights impacts through its own activities, and address such impacts when they occur; and
 - b) seek to prevent or mitigate adverse Human Rights impacts that are directly linked to the Airport Authority's operations, products or services by its business relationships, even if the Airport Authority has not contributed to such impacts.
- (ii) Following FIFA's reasonable request at any time, the Airport Authority shall report on its efforts to respect all Human Rights as described in this Clause 10, including any relevant information on:
 - a) its policy commitment to meet its responsibility to respect all Human Rights and the manner in which such commitment is embedded in the Airport Authority's operational policies and procedures;
 - b) its due diligence process to identify, prevent, mitigate and account for how it addresses its impacts on Human Rights;
 - c) its processes to enable the remediation of any adverse Human Rights impacts it causes or to which it contributes; and
 - d) its adoption and use of relevant international standards and best practices to prevent, mitigate or remediate adverse Human Rights impacts, including the development of codes of practice and monitoring systems for the protection of workers and other vulnerable groups.
- (iii) Without limitation to Clauses 10.2 (i) and (ii) above, the Airport Authority shall:
 - a) support, and participate in, any multi-stakeholder forum requested or set up by FIFA to facilitate an open and structured dialogue between the relevant stakeholders, including civil society experts, in relation to Human Rights in connection with the Competition and/or the Airport Authority's activities relating to this Airport Agreement; and
 - b) support, and cooperate with, any grievance mechanisms, monitoring activities or such other remediation processes as determined by FIFA (whether established by FIFA, the Member Association, the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable) and/or other relevant entities) for individuals and communities who may be adversely impacted in connection with the Competition and/or the Airport Authority's activities relating to this Airport Agreement.

11. COSTS

- (i) The Member Association shall be responsible for bearing all costs and expenses relating to the provision of the following facilities and services:
 - a) areas for welcome desks pursuant to Clause 5.1 (i) above;
 - b) Ticket collection points pursuant to Clause 5.1. (iv) above; and
 - c) VIP/VVIP service pursuant to Clause 6.9 above.

In any case, the costs and expenses charged by the Airport Authority shall not exceed the prevailing market prices regularly charged by the Airport Authority for similar operations at the Airport. Furthermore, the Airport Authority shall ensure that any third party providing facilities and/or services in connection with the fulfilment of the Airport Authority's obligations under this Airport Agreement, shall not charge any costs exceeding prevailing market prices regularly charged to customers.

- (ii) Unless otherwise expressly stated in Clause 11 (i) above or elsewhere in this Airport Agreement, the Airport Authority agrees and acknowledges that it shall be responsible for incurring and bearing any and all of its own costs and expenses relating to the Airport Authority's fulfilment of any of its obligations under this Airport Agreement and that the Member Association and/or FIFA will neither compensate the Airport Authority for such costs and expenses nor any third party for any costs and expenses incurred by such third party relating to the third party's involvement in, and support of, Airport Authority's fulfilment of its obligations under this Airport Agreement.

12. MISCELLANEOUS

12.1 Representations and Warranties

The Airport Authority represents, warrants and undertakes that:

- (i) it has, and will continue to have throughout the term of this Airport Agreement, the full right and authority to enter into this Airport Agreement, and - subject to Clause 12.13 below - to accept and fulfil its obligations under this Airport Agreement;
- (ii) this Airport Agreement, once fully executed by both parties, will be enforceable against the Airport Authority in accordance with its terms;
- (iii) subject to Clause 12.13 below, it is not aware of any impediment or restriction which impairs or restricts, or might impair or restrict, the fulfilment of its obligations under this Airport Agreement (other than any impediments or restrictions created by existing contractual obligations of the Airport Authority which will continue to exist during the Airport Operational Period without any extension or renewal thereof and which are disclosed to FIFA pursuant to Clause

12.13.1 below);

- (iv) will not conclude, any agreement with any entity which would restrict or prohibit the Member Association, FIFA and/or the Commercial Affiliates from exercising their rights in relation to the Competition;
- (v) the execution, delivery and fulfilment of this Airport Agreement shall not conflict with, or constitute a breach of, or default under, any commitment, agreement or instrument to which the Airport Authority is a party or by which it is bound (other than any conflicts, breaches or defaults under existing contractual obligations of the Airport Authority which will continue to exist during the Airport Operational Period without any extension or renewal thereof and which are disclosed to FIFA pursuant to Clause 12.13.1 below). In particular, subject to Clause 12.13 below, the Airport Authority warrants that the execution and fulfilment of the obligations under this Airport Agreement do not violate in any respect any laws or regulations of the Host Country or any decision of any judicial or other competent body or authority in the Host Country;
- (vi) subject to Clause 12.13 below, it will fulfil all its obligations in full compliance with the terms of this Airport Agreement and by applying the highest standard of care;
- (vii) the conclusion and fulfilment of this Airport Agreement has been duly authorised by all necessary corporate actions of the Airport Authority, and do not contravene the certificate of incorporation or the by-laws of the Airport Authority, and will not result in a breach of, or constitute a default under, any contractual obligations of the Airport Authority (other than any conflicts, breaches or defaults under existing contractual obligations of the Airport Authority which will continue to exist during the Airport Operational Period without any extension or renewal thereof and which are disclosed to FIFA pursuant to Clause 12.13.1 below); and
- (viii) there are no actions, suits or proceedings pending or, to the best knowledge of the Airport Authority, threatened against the Airport Authority before any court, tribunal or governmental body, agency or other authority which might substantially and/or adversely affect the financial condition of the Airport Authority and/or its ability to fulfil its obligations under this Airport Agreement.

12.2 Term

- (i) The term of this Airport Agreement commences on the date of its conclusion pursuant to Clause 2.1 (iii) above and will expire on 31 December 2026, unless previously terminated in accordance with the provisions of Clause 12.3 below.
- (ii) For the avoidance of doubt, the provisions of Clauses 9, 12.9, 12.13, 12.15, 12.16, 12.17, 12.18 and 12.19 shall survive expiry or early termination of this Airport Agreement.

12.3 Termination

12.3.1 Termination by Member Association

(i) General Principle

With respect to the termination of this Airport Agreement by the Member Association, the following applies:

- a) The Member Association shall not have the right for ordinary termination of this Airport Agreement.
- b) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Airport Agreement, completely or in part, for important grounds as a result of which the continuation of this Airport Agreement can no longer be reasonably expected from FIFA and/or the Member Association. For the avoidance of doubt, this provision shall constitute an independent termination reason and shall not be relevant in connection with the interpretation of the other termination reasons.
- c) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Airport Agreement, if the Host City Agreement with the Host City Authority is terminated for whatever reason (if the Airport is located in a Host City).
- d) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Airport Agreement, if the Hosting Agreement is terminated for whatever reason.
- e) The Airport Authority agrees and acknowledges that, irrespective of the Member Association's rights under Clause 12.3.1 (i) b) above, the Member Association shall have the right to terminate this Airport Agreement on such grounds as set out in, and pursuant to, Clause 12.3.1 (ii) to (iv) below.
- f) The Member Association shall not be entitled to terminate this Airport Agreement without the prior written consent of FIFA to be explicitly notified in writing by FIFA directly to the Airport Authority. The Airport Authority agrees that a written notice from FIFA only shall be sufficient and shall be considered a written notice from FIFA and the Member Association.

(ii) Termination Right in case of non-use of Airport

In the event that FIFA decides to not use the Airport pursuant to Clause 2.2.3 above, the Member Association shall have the right to terminate this Airport Agreement with immediate effect by written notice.

(iii) Termination Rights in case of Airport Authority-related Grounds

The Member Association shall have the right to terminate this Airport Agreement, completely or in part, with immediate effect by written notice:

- a) if the Airport Authority declares insolvency or insolvency proceeding are filed at the competent authority in the Host Country;
- b) if the Airport Authority enters into a composition proceeding or ceases to carry out its business operations;
- c) if the Airport Authority enters into bankruptcy proceedings or upon the commencement or opening of any formal proceedings undertaken for the express purposes of the liquidation, winding-up, dissolution and/or removal from the corporate register of the Airport Authority;
- d) if the competent body or entity rejects to approve the financing and budget necessary for the fulfilment of the obligations under this Airport Agreement after the selection of the Host City; and/or
- e) subject to Clause 12.3.1 (v) below, if the Airport Authority materially violates any terms of this Airport Agreement.

(iv) Termination Right in case of Force Majeure

In case of a *force majeure* event as described in Clause 12.4 below, FIFA and the Member Association shall have the right to terminate this Airport Agreement with immediate effect by written notice, as follows:

- a) If such *force majeure* event prevents, or is likely to prevent, the Member Association from complying with any obligation under this Airport Agreement, the Member Association shall be entitled to partially terminate this Airport Agreement in connection with such obligation.
- b) If such *force majeure* event prevents, or is likely to prevent, the Member Association from complying with any material obligation under this Airport Agreement, or creates, or is likely to create, a significant impact on the hosting and staging of the Competition, the Member Association shall be entitled to completely or partially terminate this Airport Agreement.

(v) Cure Period

With respect to Clause 12.3.1 (iii) e) above, the Member Association shall notify the Airport Authority and give the Airport Authority the opportunity to remedy the violation within a reasonable period of time. If the violation is not remedied to FIFA's and the Member Association's reasonable satisfaction within such cure period, FIFA and the Member Association shall have the right to terminate this Airport Agreement.

(vi) Consequences of Termination

In case of termination of this Airport Agreement, completely or in part, by the Member Association, the Airport Authority shall:

- a) not have any claims or rights to damages or further compensation against FIFA and/or the Member Association, FIFA's and/or the Member Association's subsidiaries and/or their directors, officers, members, agents, auxiliary persons, representatives and employees, and expressly waives all such rights;
- b) indemnify FIFA and the Member Association, FIFA's and/or the Member Association's subsidiaries for all damages of whatever nature in such cases described, and subject to the terms and conditions set out, in Clause 12.16 below; and
- c) refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by the Member Association and/or FIFA in writing prior to such statement.

Termination by the Member Association shall be without prejudice to any obligations due to be fulfilled by the Airport Authority, or claims accrued against the Airport Authority, prior to such termination and shall not be construed as a waiver of any such existing rights and/or claims.

12.3.2 Termination by Airport Authority

(i) General Principle

With respect to the termination of this Airport Agreement by the Airport Authority, the following applies:

- a) The Airport Authority shall not have the right for ordinary termination of this Airport Agreement; and
- b) the Airport Authority shall, with written notice, have the right for an extraordinary termination of this Airport Agreement, completely or on part, with immediate effect for important grounds as a result of which the continuation of this Airport Agreement can no longer be reasonably expected from the Airport Authority.

(ii) Consequences of Termination

In case of termination of this Airport Agreement by the Airport Authority, the Airport Authority shall refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by FIFA in writing prior to such statement.

Termination by the Airport Authority shall be without prejudice to any obligations due to be fulfilled by the Member Association, and/or claims accrued against the Member Association, prior to such termination and shall not be construed as a waiver of any such existing rights and/or claims.

12.4 Force Majeure

- (i) The Parties agree and acknowledge that, for the purpose of this Airport Agreement, a *force majeure* event is any event which is not within the reasonable control of either party, including any natural disasters and adverse weather conditions (such as flood, earthquake, storm or hurricane), fire, war, invasion, hostilities (regardless of whether war is declared), civil war, rebellion, riot, revolution, insurrection, military coup, act of terrorists or other public enemies, nationalisation, confiscation, sanctions, boycott of the Competition or otherwise and other adverse acts imposed by the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable), blockage, embargo, labour dispute, strike or lockout.
- (ii) In case of a *force majeure* event, the following shall apply:
 - a) The failure or inability of a party to comply with an obligation under this Airport Agreement due to a *force majeure* event shall not be deemed a breach of this Airport Agreement by such party.
 - b) The Member Association shall be entitled to terminate this Airport Agreement pursuant to Clause 12.3.1 (iii) above.
 - c) None of the parties shall be entitled to receive any compensation for any loss that may be caused in connection with such *force majeure* event, including loss of revenues and to assert any claims or rights to damages against the respective other party.
 - d) If a *force majeure* event prevents, or there is a likelihood that a *force majeure* event will prevent, a party from complying with an obligation under this Airport Agreement, such party shall take all reasonable steps to minimise any delay or damage that may be caused in connection with such *force majeure* event (including alternative measures to achieve a result which corresponds to the fullest possible extent to the fulfilment of any such obligation), comply with all of its other obligations and timely notify the other party of the likelihood or actual occurrence of such *force majeure* event.

12.5 No Partnership

Neither this Airport Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between FIFA, the Member Association and/or the Airport Authority. The Airport Authority shall not act, or purport to act, as a partner or agent of FIFA and/or the Member Association. This Airport Agreement shall not be deemed to give the Airport Authority general authority or power to act on behalf of FIFA and/or the Member Association. The parties are in all respects independent contractors and have separate financial interests under this Airport Agreement.

12.6**Notices**

All notices to be given under this Airport Agreement shall be given in writing to the following addresses, unless notification of a change of address is given in writing.

Member Association: United States Soccer Federation, Inc.
1801 South Prairie Avenue
Chicago, Illinois 60616
United States of America

Attention: Dan Flynn, Chief Executive Officer (dflynn@ussoccer.org)
Copy: Lydia Wahlke, General Counsel (LWahlke@ussoccer.org)

With a copy to:
United Bid Committee of Canada, Mexico and the United States, LLC
420 Fifth Avenue, 7th Floor
New York, NY 10023
United States of America

Attention: John Kristick, Executive Director (john.kristick@unitedbid2026.com)
Copy: Jim Brown, Managing Director (jim.brown@unitedbid2026.com)

Airport Authority: Los Angeles World Airports
1 World Way
Los Angeles, California 90045
United States of America

Attention: Trevor Daley, Chief of External Affairs (TDaley@LAWA.org)
Copy: Daniel Osztreicher, External Affairs Coordinator

Any notice shall be sent by E-Mail, courier, registered or certified mail and will be effective upon receipt.

12.7**Transfer and Assignment**

- (i) The Airport Authority may not transfer and/or assign any of its rights or obligations under this Airport Agreement without the prior written consent of the Member Association.
- (ii) The Member Association shall be entitled to transfer and/or assign any of its rights or obligations under this Airport Agreement, and to delegate the fulfilment of its obligations hereunder, to any third party, including pursuant to Clauses 2.4 (ii) and (iii) above.

12.8**No Waiver**

Any waiver by either party of a right arising out of this Airport Agreement or any breach of this Airport Agreement will not operate as, or be construed to be, a waiver of any rights

relating to any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Airport Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Airport Agreement on one or more occasions will not be considered to be a waiver of, or deprive such party of the right to subsequently insist upon strict adherence to, that provision or any other provision of this Airport Agreement.

12.9 Confidentiality and Public Statements

12.9.1 Confidentiality

The parties agree and acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this Airport Agreement are confidential and agree to do all things necessary to preserve their confidentiality, except to the extent that:

- (i) disclosure is required by relevant laws or court orders;
- (ii) the contents are, or the information is, in the public domain (other than by reason of a breach of this Clause 12.9);
- (iii) disclosure is necessary with the Airport Authority, FIFA or the Member Association (as applicable) as part of such groups' ordinary reporting or review procedure; or
- (iv) disclosure is made to the Airport Authority's, FIFA's or the Member Association's (as applicable) professional advisers or auditors who have a legitimate need to know such contents or information and who agree to be bound by the provisions of this Clause 12.9.

12.9.2 Public Statements

- (i) The Airport Authority shall at all times co-ordinate any public statements, as well as any of its public and private press briefings in relation to the Competition, with the Member Association and FIFA. The Airport Authority agrees and acknowledges that consistency between the Airport Authority, the Member Association and FIFA is of essence, in relation to content, means and relevance of the respective communication matters.
- (ii) FIFA, the Member Associations and the Airport Authority shall agree on the timing, form and content of any public announcement by the Airport Authority in relation to the Competition in general and the use of the Airport for the Competition.

12.10 Entire Agreement

This Airport Agreement is intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter.

12.11 Severability

Should an individual provision of this Airport Agreement be invalid or unenforceable, such provision shall be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The validity of the remainder of this Airport Agreement will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this Airport Agreement will remain in full force and effect in so far as the primary purpose of this Airport Agreement is not frustrated.

12.12 Compliance with Laws

In organising, hosting and staging the Competition, the Airport Authority shall at any time observe all applicable international, supra-national, national, state, local, and municipal laws, regulations and decrees and shall bear all costs that might occur resulting from non-complying with such laws, regulations or decrees. Upon request of FIFA and the Member Association, the Airport Authority shall provide legal opinions to be given by law firms of recognised international standing regarding certain legal aspects in connection with this Airport Agreement. The Airport Authority shall carry out all necessary preliminary examinations with the relevant authorities and obtain the necessary confirmations.

12.13 Limitation of Obligations and Consequences

12.13.1 General Principle

- (i) The parties agree and acknowledge that nothing in this Airport Agreement shall be read or interpreted in a manner that obligates the Airport Authority to:
 - a) fulfil an obligation which would violate, or be in conflict with, any applicable international, supra-national, national, state, local, or municipal laws, regulations and decrees, including any federal statute or the Airport Authority's grant assurances;
 - b) act beyond any of the competences vested with the Airport Authority or in a manner beyond its authorities; and/or
 - c) act in conflict with any of the financing duties and/or budgeting limitations applicable to the Airport Authority.

Further, for the avoidance of doubt, nothing in this Airport Agreement shall be read or interpreted to convey operational powers or operational decision-making to FIFA or the Member Association.

- (ii) In the event that the fulfilment by the Airport Authority of any of its obligations under this Airport Agreement would lead to, or cause, a legal conflict for the Airport Authority as described in Clause 12.13.1 (i) a) or b) above, the Airport

Authority shall, in writing and without unreasonable delay, notify the Member Association and FIFA about any such legal conflict. In such notification, the Airport Authority shall refer to the applicable laws, regulations and/or decrees and/or outline to what extent the fulfilment of an obligation would be beyond its competence or authority. Furthermore, such notification shall outline in detail the implications on the Airport Authority's ability to fulfil the relevant obligations and shall comprise a good faith proposal on how to most effectively and to the fullest extent possible achieve the purposes of the concerned obligation as set forth in the respective provisions of this Airport Agreement.

- (iii) In the event that the fulfilment by the Airport Authority of any of its obligations under this Airport Agreement would lead to, or cause, a legal conflict with any of the financing duties and/or budgeting limitations applicable to the Airport Authority, the Airport Authority shall, in writing and without unreasonable delay, notify the Member Association and FIFA about any such conflict. In such notification, the Airport Authority shall refer to the relevant financing duties and/or budgeting limitations. In such case, the relevant obligation under this Airport Agreement shall be deemed conditional upon, and remain subject to, the approval by the competent body or entity competent of the financing and budget necessary for the fulfilment of such obligation. The notification by the Airport Authority shall comprise all relevant information regarding the approving body or entity as well as the dates by which the necessary approval is expected to be given the earliest and the latest.

12.13.2 Adjustment or Limitation of Obligations / Alternative Solutions

- (i) In the event that the fulfilment by the Airport Authority of any of its obligations under this Airport Agreement would lead to, or cause, a legal conflict for the Airport Authority as described in Clause 12.13.1 (i) a) or b) above, the Airport Authority shall, no longer be obliged to fulfil, and be released from, the relevant obligation, entirely or in part (as applicable). In such case the Airport Authority, the Member Association and FIFA shall, immediately after receipt of the notification referred to in Clause 12.13.1 (ii) above, agree in good faith in writing upon an adjustment or limitation of, or alternative solution to, the original obligation of the Airport Authority which (a) would not lead to, or cause, a legal conflict for the Airport Authority as described in Clause 12.13.1 (i) a) or b) above and (b) most effectively and to the fullest extent possible achieves the purposes of the original obligation as set forth in the respective provisions of this Airport Agreement.
- (ii) With respect to the implementation of any agreed adjustment or limitation of, or alternative solution to, the original obligation to achieve the purposes of the original obligation as set forth in the respective provisions of this Airport Agreement, the Airport Authority shall, at its own costs:
 - a) cooperate with, and support, the Member Association and FIFA and coordinate the relevant local, regional or national governmental authorities and further public and non-public stakeholders competent for, or necessary to be involved in, the implementation of any such agreed adjustment, limitation or alternative solution; and
 - b) provide a written undertaking of support to be given by any such third party

(i.e. public and non-public stakeholders) competent for, or necessary to be involved in, the implementation of any such agreed adjustment, limitation or alternative solution.

12.13.3 Consequences

- (i) The Airport Authority agrees and acknowledges that the adjustment, limitation or alternative solution referred to in Clause 12.13.2 above and/or any pending approval of the financing or budget necessary for the fulfilment of obligations under this Airport Agreement referred to in Clause 12.13.1 (iii) above:
 - a) shall not affect the validity of this Airport Agreement which will remain in full force and effect in so far as the primary purpose of this Airport Agreement is not frustrated; but
 - b) may affect FIFA's decision regarding the use of the Airport and the Event Transport and general mobility concept for the Competition.
- (ii) Furthermore, the Airport Authority agrees and acknowledges that:
 - a) an outstanding approval by the competent body or entity for the financing and budget necessary for the fulfilment of the obligations under this Airport Agreement will be considered by FIFA as part of one of the selection criteria in connection with the selection of the host cities to co-organise the Competition if the necessary approval by such body or entity was expected to be given before FIFA's final decision regarding the host city selection; and
 - b) the selection of the Host City by FIFA will also be based on the assumption, and will remain subject to the condition, that the competent body or entity approves the financing and budget necessary for the fulfilment of the obligations under this Airport Agreement after the selection of the Host City, enabling the Airport Authority to meet its requirements and act in full compliance with this Airport Agreement.
 - c) in the event that the competent body or entity rejects its approval for the financing and budget and such assumption and condition are not met for any reason, FIFA is entitled under the Host City Agreement to revoke the selection of the Host City and in such case, the Member Association will terminate this Airport Agreement pursuant to Clause 12.3.1 (iii) d) above.

12.14 Interpretation

- (i) All terms with an initial capital letter used herein shall have the meaning ascribed to them in the Glossary of Terms in Annexe 1.
- (ii) Words importing the singular include the plural and vice versa.
- (iii) References to "include", "in particular", "such as", "e.g." or similar are to be construed as being inclusive without limitation to the listed examples.
- (iv) References to "days" mean actual days, not business days.

- (v) References to "Clauses" are, unless expressly stated otherwise, references to clauses of this Airport Agreement.
- (vi) The headings of the Clauses and articles in this Airport Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision to which they refer.
- (vii) All annexes attached to this Airport Agreement form an integral part of this Airport Agreement.

12.15 Amendments

Any amendments to, or changes of, this Airport Agreement shall be valid only if made in writing and signed by the Member Association on the one side and the Airport Authority on the other side.

12.16 Indemnification / Limitation of Liability

- (i) To the extent permitted by applicable laws, the Airport Authority shall indemnify, hold harmless and defend the Member Association and FIFA, any subsidiary of the Member Association and FIFA as well as their directors, officers, representatives, employees, agents and/or auxiliary persons, from and against all liabilities, obligations, damages, losses, penalties, claims, demands, recoveries, deficiencies, fines, costs or expenses (including reasonable attorneys' fees and expenses) of whatsoever nature and evidenced to have been paid or incurred the Member Association and/or FIFA, any subsidiary of the Member Association and/or FIFA as well as any of their directors, officers, representatives, employees, agents and/or auxiliary persons, resulting from, or arising out of, or attributable to, any breach of this Airport Agreement by, or any act or omission of, the Airport Authority including its officers, directors, members, representatives, auxiliary persons, employees or agents and the termination of this Airport Agreement pursuant to Clause 12.3.1 (ii) above.
- (ii) To the extent permitted by applicable laws, the Airport Authority hereby waives any and all claims of liability against the Member Association, FIFA, any subsidiaries of the Member Association and FIFA and their officers, directors, members, agents, representatives or employees, for any loss or damage to the Airport or any other personal or property losses or damages (including injuries and death), whether or not such loss or damage may have been caused by or resulted from the negligence of the Member Association, FIFA, any subsidiaries of the Member Association and/or FIFA, their officers, directors, members, agents, representatives or employees.

Any such claims of liability caused by, or resulted from, intentional behaviour by the Member Association, FIFA, any subsidiaries of the Member Association and/or FIFA, their officers, directors, members, agents, representatives or employees remain unaffected from the waiver pursuant to this Clause 12.16 (ii).

12.17

Anti-Corruption

The parties acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322^{octies} and art. 322^{novies} of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

12.18

Language

- (i) All documentation, material and/or correspondence provided by the Airport Authority, or any third party appointed by the Airport Authority, to the Member Association or FIFA, respectively by the Member Association or FIFA to the Airport Authority or such third party under, or in connection with, this Airport Agreement shall be in English.
- (ii) In the event that the Airport Authority or any such third party are legally required under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English, the Airport Authority shall submit to the Member Association:
 - a) the fully executed and initialled original version of such documentation, material and/or correspondence in the official language of the Host Country; and
 - b) an English translation of such documentation, material or correspondence. In the event of an agreement to be signed or acknowledged by the Member Association, the English version of the agreement shall be fully executed and initialled by the Airport Authority or the relevant third party. If permitted under the applicable laws of the Host Country, in case of any discrepancies between the version in the official language of the Host Country and the English version, the English version shall always prevail.
- (iii) Unless otherwise agreed in writing by the Member Association:
 - a) any translation of an agreement or any other legally binding document shall be conducted by a sworn and certified translator specialised in translations of legal documents; and
 - b) such legal requirement under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English shall be proven in form of a legal statement by a local attorney of the highest professional reputation.

12.19

Governing Law

This Airport Agreement is to be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law principles and to the Vienna Convention on Contracts for the International Sale of Goods.

12.20 Arbitration

All disputes in connection with this Airport Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, any such dispute shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

12.21 Mandatory Contractual Language

- (i) The provisions set forth in Annex 3 hereto are required to be included in this Airport Agreement pursuant to applicable national, state, local, or municipal laws or regulations and are deemed to be a part of this Airport Agreement as if fully set forth herein.
- (ii) For the avoidance of doubt, the parties agree and acknowledge that any provisions set forth in Annex 3 and included in this Airport Agreement pursuant to Clause 12.21 (i) above shall:
 - a) be applicable and legally binding to the Member Association, respectively the 2026 FWC Entity (i.e. in case of the integration of this Airport Agreement in the final operational set-up for, and the delivery of, the Competition pursuant to Clause 2.4 (ii) above or a transfer pursuant to Clause 2.4 (iii) above) only in relation to their respective performance under, or in connection with this Airport Agreement;
 - b) by no means be understood or construed as being applicable or legally binding for FIFA as third party beneficiary, any of its subsidiaries other than the 2026 FWC Entity as well as any of their directors, officers, representatives, employees, agents and/or auxiliary persons; and
 - c) shall not be understood or construed in a manner prevailing the terms and conditions of Clauses 12.19 and 12.20 above.

IN WITNESS WHEREOF, the undersigned have caused this Airport Agreement to be executed in two (2) copies by their duly authorised representatives.

UNITED STATES SOCCER FEDERATION, INC.

By: By:

Name: Name:

Title: Title:

LOS ANGELES WORLD AIRPORTS

By: By:

Name: Trevor Daley Name:

Title: Chief of External Affairs Title:

ANNEXE 1

<u>Glossary of Terms</u>
<p>"2026 FWC Entity" means the subsidiary established by FIFA in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.</p>
<p>"2026 FWC Subsidiary" means a subsidiary, branch, office or other representation established by the 2026 FWC Entity and/or FIFA in another country outside of the Host Country (where the 2026 FWC Entity itself is not established) in case the Member Association has been selected by FIFA together with other member associations to co-organise the Competition.</p>
<p>"Airport" means the airport owned and operated by the Airport Authority as described in <u>Annexe 2</u>.</p>
<p>"Airport Agreement" means the agreement to be entered into between the Member Association and the Airport Authority.</p>
<p>"Airport Authority" means the executive authority which (i) is legally competent to represent, and to act for and on behalf of, the Airport (i.e. the owner and/or operator of the Airport), (ii) has signed this Airport Agreement and (iii) is responsible to ensure full compliance with its obligations under this Airport Agreement.</p>
<p>"Airport Operational Period" means the operational period for the use of the Airport in relation to the Competition, which starts ten (10) days prior to the Opening Match and concluding five (5) days after the last Match staged in the Host City or, in the event the Airport is not connected to a host city of the Competition, concluding five (5) days after the Final Match or (in both cases) such other shorter period as determined by the Member Association and/or FIFA in relation to specific obligations of the Airport Authority under this Airport Agreement.</p>
<p>"Ambush Marketing" means any attempt by an entity to gain an unauthorised commercial association with FIFA and/or the Competition to the detriment of the Commercial Affiliates, whether by way of an unauthorised use of the Competition Marks or otherwise.</p>
<p>"Bid" means the formal bid to co-organise the Competition together with FIFA, as submitted to FIFA by the Member Association.</p>
<p>"Bidding Process" means the bidding and selection procedure to determine the member associations to co-organising together with FIFA the Competition in the Host Country in accordance with the terms and condition.</p>

<p>"Brand Protection Programme" means the world-wide programme developed and implemented by FIFA for the protection and enforcement of any Media Rights, Marketing Rights, Intellectual Property Rights and any other commercial or other rights and opportunities owned and/or controlled by FIFA in relation to the Competition, including Competition-related Events, such as the enforcement against Ambush Marketing and the unauthorised sale, transfer or other use of Tickets.</p>
<p>"Commercial Affiliate" means any entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to the Competition, including FIFA Partners, FIFA World Cup Sponsors, Regional Supporters and Branded Licensees, but excluding Licensees.</p>
<p>"Competition" means the 2026 FIFA World Cup, including any Matches and Competition-related Events, which is scheduled to be staged in the Host Country in the year 2026.</p>
<p>"Competition Design" means the official look and feel as developed by FIFA for the Competition.</p>
<p>"Competition Marks" means the (i) Official Emblem; (ii) Official Mascot; (iii) Official Slogan; (iv) Official Posters; (v) two dimensional representations of the Official Trophy (expressly excluding three dimensional copies thereof); (vi) any official name of the Competition (in any language) and any abbreviations thereof; (vii) the Competition Design; and (viii) any other mark (including any word marks), design, slogan, emblem, title or other identification or symbol developed by FIFA and selected by FIFA for the official use in connection with the Competition or a Competition-related Event.</p>
<p>"Competition-related Events" means any events or activities other than Matches which are directly or indirectly related to the Competition (as applicable) officially organised, supported, sanctioned by, or staged under the auspices of, FIFA or, at FIFA's sole discretion, the Member Association and which are designed to promote, celebrate, enhance or facilitate the hosting and staging of the Competition, including the following events and activities directly or indirectly related to the Competition:</p> <ul style="list-style-type: none"> (i) FIFA Congress staged in the Host Country the week prior to the Opening Match; (ii) FIFA banquets; (iii) Draws; (iv) FIFA Fan Fests; (v) Team seminars; (vi) Team workshops; (vii) Referees' workshops; (viii) ceremonies (including the opening ceremony, closing ceremony and award ceremonies); (ix) other ceremonies, events, activities, workshops and seminars; (x) cultural events (such as concerts, exhibitions, displays, shows or other expressions of culture); (xi) events related to FIFA Sustainability Activities; (xii) press conferences and other media events; (xiii) training sessions; (xiv) launch of the Official Mascot, Official Emblem, Official Slogan, Official Posters and any other launch events; and (xv) any other activities that FIFA considers relevant for the hosting and staging of the Competition.

<p>"Draw" means the Final Draw and the Preliminary Draw.</p>
<p>"FIFA" means the Federation Internationale de Football Association, including any of its direct and indirect subsidiaries, such as the 2026 FWC Entity and 2026 FWC Subsidiaries (if applicable).</p>
<p>"FIFA Council" means the council of FIFA, which is the highest internal executive body within FIFA.</p>
<p>"FIFA Delegation" means the delegation appointed by FIFA for the Competition and/or a Competition-related Event, comprising (i) members of FIFA committees, (ii) staff, consultants and temporary support personnel of FIFA, the 2026 FWC Entity and any other direct or indirect subsidiaries of FIFA, (iii) FIFA's guests, (including VIP and VVIP guests) and (iv) any other individuals nominated by FIFA as being a member of such delegation.</p>
<p>"FIFA Fan Fest" means a secured and officially branded fan entertainment area established in the Host City or at other locations as determined by FIFA, which offers visitors, in particular, the possibility to view Matches on one or more giant screens.</p>
<p>"FIFA Marks" means FIFA's corporate mark and approved derivations thereof used to indicate and identify FIFA as well as any additional or successor marks and devices adopted as its brand identification by FIFA, but excluding (i) any FIFA technical or quality certification and (ii) medical programme indicators.</p>
<p>"FIFA World Cup Sponsor" means any entity to which FIFA grants the second most comprehensive package of global advertising, promotional and marketing rights in relation to the Competition and certain other related FIFA activities scheduled to take place during the rights period of their contract.</p>
<p>"Final Draw" means the draw by which Teams participating in the final competition of the 2026 FIFA World Cup are drawn into competition groups and positions that will be featured in the Match Schedule.</p>
<p>"Final Match" means the final match of the Competition.</p>
<p>"Government" means the national government of the Host Country.</p>
<p>"Host City" means the city in which, or in the vicinity of which, the Airport is located and which is selected by FIFA as host city of the Competition, if applicable</p>
<p>"Host City Agreement" means the agreement to be entered into between FIFA, the Member Association and the Host City Authority.</p>
<p>"Host City Authority" means the executive authority which is (i) legally competent to represent, and to act for and on behalf of, the Host City, (ii) has signed the Host City Agreement and (iii) is responsible to ensure full compliance with its obligations under the Host City Agreement.</p>

"Hosting Agreement" means the agreement to be entered into between FIFA and the Member Association (and other member associations if the Member Association has been selected by FIFA together with such other member associations to co-organise the Competition) in connection with hosting and staging the Competition in the Host Country or Host Countries.

"Host Country" means the country of the Member Association.

"Human Rights" means, at a minimum, those internationally recognised human rights, including labour rights, expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's (ILO) Declaration on Fundamental Principles and Rights at Work. The latter includes ILO's core labour conventions, C29 on Forced Labour and Protocol to C29, C87 on Freedom of Association and Protection of the Right to organise convention, C98 on the Right to organise and to Collective Bargaining, C100 on Equal Remuneration, C105 on Abolition of Forced Labour, C111 on Discrimination (Employment and Occupation), C138 on Minimum Age, and C182 on the Worst Forms of Child Labour. Depending on the nature of activities and potential impacts, the scope and consideration of internationally recognised human rights shall be enlarged to include, for instance, the United Nations instruments on the rights of indigenous peoples; women; national or ethnic, religious and linguistic minorities; children; persons with disabilities; and migrant workers and their families, as well as the ILO's Convention C135 on Workers' Representatives and C155 and C167 on Occupational Safety and Health.

"Intellectual Property Rights" means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trademarks, service marks, trade names, trade dress, registered designs, copyrights, moral rights, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.

"Licensee" means any entity, not otherwise a Commercial Affiliate, to which FIFA (or an appointee of FIFA) grants the right to use any Competition Marks on items of merchandise (and in its marketing and advertising activities in relation to the sale of such items of merchandise), but which is not permitted to affix its own corporate or other brand or trademark to such items of merchandise.

"Marketing Rights" means, in any and all media, in all languages and throughout the universe, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights any other rights and/or associated commercial opportunities relating to the Competition and the Competition-related Events, to the extent that such rights are not Media Rights.

"Match" means any football match in its entirety (including replays, extra-time and penalty shoot-out phases), which takes place as part of the Competition.

<p>"Match Day" means the day on which a Match is scheduled to take place in the Stadium.</p>
<p>"Media Representatives" means all professional representatives of the host broadcaster, the media rights licensees and other media entities to whom FIFA and/or the Member Association grant the right to receive an official media accreditation pass to access the Stadium (or parts of it) for Matches and/or a Competition-related Event.</p>
<p>"Media Rights" means the rights, in any language and throughout the universe, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter devised, developed or invented), any aspect or element of the Competition and Competition-related Events on a live, as-live and/or delayed basis, in full length or in part, in any media and by any means of transmission or delivery, whether now known (including successor technologies) or hereafter invented, including any news access rights. For the avoidance of doubt, the right to broadcast, stream and/or transmit the basic audio-visual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. Media Rights include the right to record, create and exploit any official films or any official concerts of the Competition and/or similar audio-visual products and programming.</p>
<p>"Member Association" means the national football association officially affiliated to FIFA which has participated in the Bidding Process to be appointed by FIFA for the co-organisation together with FIFA of the Competition in the Host Country and which has executed this Airport Agreement.</p>
<p>"Opening Match" means the opening match of the Competition.</p>
<p>"Outdoor Media" means any kind of outdoor advertising billboards, posters, posts and other media which can be used for promotional purposes.</p>
<p>"Participating Member Association" means any member association whose Team has qualified to participate in the Competition.</p>
<p>"Preliminary Draw" means the draw by which Teams of all member associations participating in the qualification for the Competition are drawn into competition groups for each of the Confederations.</p>
<p>"Stadium" means the stadium located in, or in the vicinity of, the Host City which is selected by FIFA to stage Matches of the Competition.</p>
<p>"Stadium Agreement" means the agreement to be entered into between the Member Association and the Stadium Authority.</p>
<p>"Stadium Authority" means the executive authority which (i) is legally competent to represent, and to act for and on behalf of, the Stadium (i.e. the owner and/or operator of the Stadium), (ii) has signed the Stadium Agreement, (iii) is responsible to ensure full compliance with its obligations under the Stadium Agreement and (iv) which has executed this Stadium Agreement.</p>

<p>"Team" means any team representing a Participating Member Association at the Competition.</p>
<p>"Team Delegation" means the delegation of a Team, consisting of players, coaches, managers, medical staff, officials, media officers, representatives and guests of a Team as well as other individuals appointed by FIFA and/or the Member Association for the purposes of accompanying and liaising with the Team.</p>
<p>"Ticket" means a ticket granting its holder access to a Match or a specific Competition-related Event in accordance with its applicable general terms and conditions, which are made available as individual tickets or as series of tickets or combined with other offers and/or services.</p>
<p>"UN Guiding Principles" means the Guiding Principles on Business and Human Rights that were endorsed in June 2011 by the United Nations' Human Rights Council, which constitute the authoritative global framework to address business impact on all human rights, applicable to both states and businesses, and clarify their respective duties and responsibilities for tackling human rights risks related to business activities.</p>
<p>"Volunteer" means an individual performing for and on behalf of FIFA and/or the Member Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or a Competition-related Event, who is primarily (but not exclusively) resident of the Host Country.</p>

ANNEXE2
Airport Information

Airport Name: Los Angeles International Airport

Airport Owner:
Los Angeles World Airports (LAWA)
Los Angeles International Airport
1 World Way, Los Angeles, California 90045

LAWA owns and operates LAX and is a department of the City of Los Angeles.

Airport Authority: There is no Airport Authority. LAX Airport is governed by:

Board of Airport Commissioners (BOAC)
Los Angeles International Airport
1 World Way, Los Angeles, California 90045

Total Airport Capacity: LAX is forecast to handle 96 million air passengers by 2035.

General Airport Information:

1) Number of take-off and landing spots per day:

a) Existing:	Between 1800 and 2100
b) Projected for 2026:	Between 1800 and 2100
c) Maximum number on Match Days applying special measures:	Between 1800 and 2100

2) Passenger capacity per day

a) Existing:	Approximately 230K passengers per day
b) Projected for 2026:	Approximately 260K
c) Maximum number on Match Days applying special measures:	Approximately 260K

3) Potential limitations in respect of size, type or categories of aircrafts:

ADG VI aircraft have limited taxi routing. Some ADG V aircraft taxi routes also have limitations due to taxiway fillet design or jet blast considerations. ADG VI operations are covered in an operations plan, all others are identified in the airport's 5010 page. <http://gcr1.com/5010web/airport.cfm?Site=LAX> (current copy of page is attached)

4) Available technical equipment (e.g. Instrument Landing System):

Two ILS CAT IIIb systems. All others are ILS CAT I capable.

5) Number of usable runways incl. landing and take-off distances available:

Four runways (Source: Airport Diagram Jan 2016 AL-237 FAA)

6L/24R: 8,926 feet
6R/24L: 10,285 feet

7L/25R: 12,091 feet
7R/25L: 11,095 feet

6) Number of terminals (incl. General Aviation):

Nine primary terminals, one remote terminal (American Eagle).

7) Number of parking stands, aprons and air bridges (incl. permissible aircraft categories):

113 terminal gates, 18 remote hardstand gates, 10 American Eagle commuter gates. Total: 141 gates.

8) Operating hours and restrictions (e.g. night flying, noise abatement):

LAX is open 24/7. From midnight to 6:30 a.m., there is an "over-ocean operation procedure. All aircraft arriving at LAX must approach from over the ocean, unless FAA Air Traffic Control determines that weather or airport/air traffic operational conditions make it unsafe for such operations. This procedure, originally implemented in 1973, provides close-in communities to the east of the airport with some noise relief from arriving aircraft during the noise-sensitive early morning hours.

9) Information on international connections (e.g. international destinations):

For CY 2017, LAX Airport served 123 domestic destinations and 94 international destinations.

10) Information on Airport accessibility (passengers with disabilities or reduced mobility):

LAWA (or) LAX complies with Section 504 of the Rehabilitation Act of 1973, as amended; Americans with Disability Act, Title II; and all other federal, state, and local regulations pertaining to disabilities. LAWA (or) LAX has a citizens committee with members from the disability community, who advise the airport on accessibility matters. Six citizen members serve on the Disability Access and Accommodation Advisory Committee (DAAAC).

11) Parking facilities (ground transportation):

LAX Airport operates 8,119 parking spaces in 8 parking structures within the Central Terminal Area, and 5,750 parking spaces in surface Parking Lot C adjacent to the terminals for public parking. There are additional employee and commercial vehicle parking lots which brings the total to over 25,000 airport-operator controlled parking spaces.

12) Integrated transport system from the Airport to the Host City centre:

There are two shuttle bus routes that circulate the Central Terminal Area. One shuttle connects to the City Bus Center located 1.0 miles from the Central Terminal Area. The second shuttle connects to the Metro Green Line light rail transit station that is 2.7 miles from the Central Terminal Area.

A network of FlyAway™ buses operated by the airport provides direct, non-stop service between LAX and Union Station (Downtown Los Angeles), Van Nuys, Westwood/UCLA, Hollywood, and Long Beach.

Two new projects are underway that are expected to provide an integrated transport system to downtown Los Angeles and other locations by 2024 via connecting light rail trains, buses, commuter and Amtrak trains. The Metro Crenshaw/LAX light rail project will include a light rail station that is 2.2 miles from the LAX Central Terminal Area, and that station will be connected directly to the airport via an automated people mover system with direct access to terminals at three locations within the Central Terminal Area via bridges and moving walkways.

ANNEXE 3

Mandatory Contractual Language

Without limiting the scope of the Limitations of Obligations and Consequences of Section 12.3 of the Agreement, this Agreement and its terms are subordinate to the laws, requirements and actions of the United States of America, State of California, County of Los Angeles and City of Los Angeles, including but not limited to statutes, regulations, Charter provisions, codes (including but not limited to Public Contracting Code, Administrative Code, and Municipal Code), ordinances, policies, orders, resolutions, City of Los Angeles City Council Actions, Board of Airport Commissioner Actions and standard license (including, but not limited to, standard nonexclusive license agreements applicable to ground transportation activities) and lease terms existing at the time of full execution of this Agreement and as amended at the time of the Competition in 2026, as well as Agreements LAWA has with other Parties regarding use of the Los Angeles International Airport, including but not limited to, Terminal Concession Manager Agreements, Terminal Media Operator Agreements, and Concession Agreements.

For more information, without limiting the scope of the listing above, see
<http://clerk.lacity.org/council-and-public-services/search-council-documents> (City of Los Angeles);
<https://www.lawa.org/en/lawa-governance/lawa-view-boac-meetings> (City of Los Angeles Board of Airport Commissioners);
www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/combined-federal-contract-provisions.pdf (Federal Aviation Administration).

ANNEXE 3-A

Superseding Federal Laws

This Agreement is subordinate to all laws, regulations and other regulations made applicable under Assurance 1 of the federal airport sponsor Grant Assurances.

See https://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf.

ANNEX 3-B

Required Contract Provisions for Airport Improvement Program Obligated Sponsors

This Agreement is subordinate to, and subject to, the obligation of the Airport Authority, as the recipient of federal funding under the Airport Improvement Program, to include the following contract clauses in every contract or agreement, including lease agreements involving the use of airport property. The term "Sponsor" herein refers to the Airport Authority.

- 1. Access to Records and Reports.** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- 2. Affirmative Action.** The Airport Authority must incorporate the following notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000; any equipment project exceeding \$10,000 that involves installation of equipment onsite; any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000; and any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000.

Further, the Airport Authority must: (1) Incorporate the text of this provision in its solicitations without modification; (b) incorporate the applicable minority participation goal and the covered area by geographic name; and (c) not simply insert a reference to the 1980 Federal Register Notice.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.**
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:**

Timetables

Goals for minority participation for each trade: **[sponsor must insert established goal]**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the

Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [sponsor must insert state, county, and city].
3. **General Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
4. **Title VI –Solicitation Notice.** The Airport Authority must include the following notice in: (1) all AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and (2) all Airport Authority proposals for negotiated agreements regardless of funding source.

Title VI Solicitation Notice: The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5. **Title VI - Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
 - a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI Clauses for Construction/Use/Access to Real Property. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Airport Authority pursuant to the provisions of the Airport Improvement Program grant assurances. This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

- 7. **Title VI List of Pertinent Nondiscrimination Authorities.** Airport Authority must insert following text in every contract or agreement, unless it has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the

terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. **The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123)** (prohibits discrimination on the basis of race, color, national origin, and sex);
10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. **Title IX of the Education Amendments of 1972, as amended**, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

8. **Disadvantaged Business Enterprises.** Sponsors with a DBE program on file with the FAA must include the following clauses as follows: (1) in all solicitations for proposals for which a contract goal has been established, (2) in each prime contract, and, (3) in solicitations that are obtaining DBE participation through race/gender neutral means.

Contract Assurance - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the SPONSOR]. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [SPONSOR]. This clause applies to both DBE and non-DBE subcontractors.

9. **Energy Conservation Requirements.** The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

The Contractor and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Fair Labor Standards Act. Any solicitation related to use of airport property must contain the following language.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12. Trade Restriction. Any solicitation related to use of airport property must contain the following language.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);**
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R. and**
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.**

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the [SPONSOR] if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the [SPONSOR] cancellation of the contract or subcontract for default at no cost to the [SPONSOR] or the FAA.

13. Veteran's Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

14. Distracted Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

15. Procurement of Recovered Materials. Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:
www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

16. Termination of Contract. The Sponsor may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Sponsor. Upon receipt of a written notice of termination, except as explicitly directed by the Sponsor, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Sponsor all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Sponsor to protect and preserve property and work related to this contract that Sponsor will take possession.

Sponsor agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Sponsor's termination action.

Sponsor will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Sponsor's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

17. Debarment and Suspension. Any solicitation related to use of airport property must contain the following language.

A. Certification Regarding Debarment and Suspension (Bidder or Offeror). By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants). The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

18. Lobbying and Influencing Federal Employees. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. Breach of Contract. Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

20. Clean Air/Water Pollution Control. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

21. Certification Regarding Tax Delinquency and Felony Convictions. The following must be included in any contract funded in whole or in part with AIP funds:

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four

(24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ANNEXE 3-C

Standard Required Contract Provisions

This Agreement is subject to all mandatory/standard State of California, County of Los Angeles, City of Los Angeles and City of Los Angeles Department of Airports provisions, including but not limited to the following.

(All references to the "Lessee" and "Contractor" in this Annex 3-C are references to the Member Association and all references to the "City" in this Annex 3-C are references to the Airport Authority.)

Section 1. Limitations on Use of Demised Premises.

1.1. Lessee shall not use the Demised Premises, nor any portion thereof, for any purpose other than that set forth in Article 1, without first having had and obtained the written consent of the Chief Executive Officer, which consent may be withheld in the Chief Executive Officer's sole discretion, and which written consent is approved as to form by the City Attorney.

1.2. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on Airport. Lessee agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Lessee's use and enjoyment of the Demised Premises which may result from noise emanating from the operation of aircraft to, from, or upon Airport.

1.3. Lessee, by accepting this Lease, agrees for itself and its successors and assigns that it will not make use of the Demised Premises in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard to such operations. In the event that the Lessee interferes with any air traffic as described above, City reserves the right to enter upon the Demised Premises hereby leased and cause the abatement of such interference at the expense of Lessee.

1.4. Lessee shall conduct its, and cause its sublessees to conduct their, operations on the Demised Premises in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises adjoining the Demised Premises at Airport, including, but not limited to, the emanation from the Demised Premises of noise, vibration, fumes, and odors.

1.5. Lessee is prohibited from installing or using any wireless workstations, access control equipment, wireless internet servers, application or system software such as transceivers, modems, or other interface units that access frequencies from 2.0 Gigahertz to 6.0 Gigahertz, inclusive, without first obtaining approval from the Chief Executive Officer.

1.6. Lessee has no rights under this Lease to install or use any antennae or telecommunications equipment on the roof or exterior of any building or structure on the

Demised Premises, unless such installation or use is directly related to the conduct of Lessee's business and in full compliance with City's permit process and telecommunications policies, as may be modified from time to time at the sole discretion of the Chief Executive Officer. Lessee may not license or sublease to others the right to install or use antennae or other telecommunications equipment on the Demised Premises

Section 2. Improvements and Alterations.

2.1. By Lessee.

2.1.1. Prior to the construction of any improvements, including but not limited to structural improvements, additions, alterations, or signs (except in connection with the construction of the Improvements), Lessee shall obtain approval from the City through its Tenant Improvement Approval Process (TIAP). Lessee shall submit to the City for concept approval the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in a reasonably timely manner. Upon approval by the Chief Executive Officer of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications which shall be true and correct developments of the preliminary plans so approved. Lessee shall then submit a written request for construction approval and a minimum of five (5) complete sets of said approved working drawings and copies of the specifications to the City for written approval by the Chief Executive Officer. The Chief Executive Officer's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the Lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of the Chief Executive Officer's approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Chief Executive Officer's approval in writing. As required by TIAP and upon completion of the improvements approved by the City, Lessee shall furnish to City, at no charge, three complete sets of "record" drawings, and one complete set in Computer Aided Design (CAD) format which complies with the then current Los Angeles World Airports (LAWA) LAWA CAD standards. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the Demised Premises, and the location and details of installation of all equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications which may be made in or to the Demised Premises.

2.1.2. Any conditions, restrictions, or limitations placed upon the approval of Lessee improvements by the Chief Executive Officer pursuant to Section 57.1.1 shall be conditions of this Lease as though fully set forth herein once the document is fully executed by both parties. Lessee shall hold City harmless from liability with respect to any claims regarding any improvements, additions, or alterations made to the Demised Premises by Lessee, except to the extent such claims arise from City's willful misconduct thereto.

2.1.3. As required by TIAP, for each and every construction or alteration project undertaken on the Demised Premises by Lessee, Lessee shall prepare a final construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration including a detailed cost breakdown; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be delivered to the City at the address provided in the Notices Section of the Lease no later than sixty (60) days following completion, and applicable permitting approvals of the construction or alteration.

2.1.4. Lessee shall also keep the Demised Premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article 2, Section 58 Liens, herein.

2.1.5. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Administration Regulations in the event any future structure or building is planned for the Demised Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Demised Premises

2.1.6. Lessee agrees that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation obstruction contours shown on the contour drawings on file with the City, if applicable. In the event the aforesaid covenants are breached, City reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.

2.1.7. Before any work is performed on or within the Demised Premises, as described in the aforementioned subsection 57.1.1, Lessee may be required to file Payment and Performance Bonds with the City. Furthermore, Lessee agrees to require its contractors to file with the City any Payment Bonds as required by TIAP. All required Payment and Performance Bonds must be approved by the City before any work commences.

2.2. By City.

2.2.1. City reserves the right to further develop or improve the landing area of Airport or any other portion of the Airport, as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. If any such development or improvement interferes substantially with Lessee's use and occupancy of the Demised Premises, Lessee shall be entitled to an appropriate reduction in rental or termination of this Lease.

2.2.2. City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the

Airport, together with the right to direct and control all activities of Lessee in this regard.

2.2.3. Lessee acknowledges that the City retains the right without compensation to Lessee to install or use antennae or telecommunications equipment on the roof or exterior of any building or structure on the Demised Premises (and the right to install and attach cables, wires and conduits on, over or under the Demised Premises; provided, however, that such cables, wires and conduits do not unreasonably interfere with Lessee's use of the Demised Premises), or to lease or license others to do so. City agrees to install such antennae and/or telecommunications equipment in such a manner that will not cause a loss of water-tightness in the roof or wall structures or their related components. The right to install or use said antennae or telecommunications equipment shall not include the right to penetrate fully through roof or wall structures owned by Lessee without first obtaining approval of the Lessee, which approval may not be unreasonably withheld. City further agrees to repair within a reasonable time, at City's sole cost and expense, any damage caused by City's installation of antennae or telecommunications equipment on the roof or exterior of any building or structure on the Demised Premises. City will make best efforts not to interfere with the use of the Demised Premises, as described herein, during the installation or maintenance of such antennae and/or telecommunications equipment.

Section 3. Signs.

3.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the Demised Premises or Airport until Lessee has submitted to the Chief Executive Officer drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Chief Executive Officer. The Chief Executive Officer's written approval and any conditions related to the subject signs shall become a part of the Lease as though fully set forth herein once the document is fully executed by both parties.

3.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the Demised Premises.

Section 4. City's Right of Access and Inspection.

4.1. City, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon reasonable notice to Lessee, to enter upon the Demised Premises for the purpose of inspecting the same or for doing any act or thing which City may be obligated or have the right to do under this Lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, City, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the Demised Premises as herein authorized.

Section 5. Insurance.

5.1. Lessee shall procure at its expense, and keep in effect at all times during the term of this Lease, the types and amounts of insurance specified on the Insurance Exhibit (Section 35) attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on the Insurance Exhibit, hereof with respect to Lessee's acts or omissions in its operations, use, and occupancy of the Demised Premises or other related functions performed by or on behalf of Lessee in, on or about Airport.

5.2. Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Lease with the City of Los Angeles."

5.3. All such insurance shall be primary and noncontributing with any other insurance held by City and its Department of Airports where liability arises out of or results from the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer based upon the nature of Lessee's operations and the type of insurance involved.

5.4. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in Lessee's operations at Airport. In the event Lessee fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Lessee, and Lessee agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

5.5. At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Lessee shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

5.6. Lessee shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Chief Executive Officer, in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specified coverages

shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of City's Administrative Code prior to Lessee occupying the Demised Premises. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

5.7. City and Lessee agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Lease by the Chief Executive Officer who may, thereafter, require Lessee, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Chief Executive Officer deems to be adequate.

5.8. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Lessee agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

Section 6. City Held Harmless.

6.1 In addition to the requirements of Section 5, Insurance herein, Lessee shall, to the fullest extent permitted by law, defend (with counsel satisfactory to City), indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively "City Defendants") from and against any and all allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation) (collectively "Claims"), prosecuted by anyone (including Lessee and/or Lessee's agents, former and current employees, or competitors) by any reason of, arising out of, related to, connected with or pertaining to: (1) the acts or omissions of Lessee, its agents, servants, employees or invitees; (2) occupancy under the Lease (except for City's breach of the Lease); or (3) the Demised Premises, except to the extent that such Claim was caused by City's willful misconduct.

6.2 In Lessee's defense of the City under Section 6.1, including but not limited to the negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

6.3 Survival of Indemnities. The provisions under this Section 6 shall survive the termination of this Lease. Rights and remedies available to the City hereinabove shall survive the termination of this Lease. Further, the rights and remedies are cumulative of those provided for elsewhere

in this Lease and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

Section 7. Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

7.1. Federal Non-Discrimination Provisions.

7.1.1. The Lessee for itself, its heirs, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7.1.2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7.1.3. The Lessee assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

7.1.4. Lessee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and

nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7.1.5. Lessee agrees that it shall insert the provisions found in Subsections 7.1.3 and 7.1.4 above in any sublease, assignment, license, or permit by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Demised Premises herein leased.

7.2. Municipal Non-Discrimination Provisions.

7.2.1. Non-Discrimination in Use of Premises. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Demised Premises or any part of the Demised Premises or any operations or activities conducted on the Demised Premises or any part of the Demised Premises. Nor shall Lessee or any person claiming under or through Lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of the Demised Premises. Any sublease or assignment which may be permitted under this Lease shall also be subject to all non-discrimination clauses contained in Article 2, Section 66.2.

7.2.2. Non-Discrimination in Employment. During the term of this Lease, Lessee agrees and obligates itself in the performance of this Lease not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Lessee shall take affirmative action to insure that applicants for employment are treated, during the term of this Lease, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

7.2.3. Equal Employment Practices. If the total payments made to City under this Lease are \$1,000 (one thousand dollars) or more, this provision shall apply. During the performance of this Lease, Lessee agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. . By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Lessee to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made, or penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated, cancelled, or suspended.

7.2.4. Affirmative Action Program. If the total payments to City under this Lease are \$100,000 (one hundred thousand dollars) or more, this provision shall apply. During the performance of this Lease, Lessee agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. 7. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Lessee to comply with the Affirmative Action Program provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed, except upon a full and fair hearing, after notice and an opportunity to be heard has been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Affirmative Action Program provisions of this Lease, this Lease may be forthwith terminated, cancelled, or suspended.

Section 8. Taxes, Permits and Licenses.

8.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon the Demised Premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the Demised Premises.

8.2. If a claim is made against City for any of the above charges, City shall promptly notify Lessee in writing; provided, however, that failure by City to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

8.3. In addition, by executing this Lease and accepting the benefits thereof, a property interest may be created known as a "possessory interest." If such possessory interest is created, Lessee, as the party in whom the possessory interest is vested, shall be subject to the payment of the property taxes levied upon such interest.

8.4. The obligations of Lessee under this Section, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to City, City shall remit to Lessee such sum(s) to which Lessee is legally entitled.

Section 9. Assignments and Subleases.

9.1. Lessee shall not, in any manner, assign, transfer, or encumber this Lease, or any portion thereof or any interest therein, without the prior written consent of the Chief Executive Officer, nor sublet or sublease the whole or any part of the Demised Premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Chief Executive Officer. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the Demised Premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any

subsequent assignment, subletting, occupation, or use. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of Board.

9.2. City shall not unreasonably withhold its consent to the assignment of this Lease or the subletting of the Demised Premises or any portion thereof; provided, however, that the use of said premises by any such assignee or sublessee must be consistent with the use authorized herein, any prospective assignee must have a credit rating equal to or greater than the Lessee, and the prospective subtenant and/or assignee must agree to execute City's Consent to Sublease and/or Assignment Agreement. A request by Lessee for assignment or subletting shall be submitted to City in writing along with a fully executed copy of the proposed assignment or sublease, as well as a copy of all contracts or writings which set forth payments from subtenant(s)/assignee(s) to Lessee and/or which describe the acts or services to be performed by or for the subtenant(s)/assignee(s) in connection with the use of the space covered by Lease. Lessee shall promptly advise City of early termination of assignments or subleases.

9.3. Notwithstanding anything to the contrary contained in this Lease, (A) an assignment or subletting of all or a portion of the Demised Premises to United Service Organizations, Inc., shall not be deemed a transfer requiring City's consent under subsections 68.1 and 68.2 hereof (any such assignee, sublessee, licensee or occupant of this subsection 68.3 hereinafter referred to as a "Permitted Transferee"); provided, however, that (i) Lessee shall notify City no more than ten (10) business days after the effective date of any such assignment or sublease and promptly supplies City with any documents or information reasonably requested by City regarding such transfer or transferee as set forth above, and (ii) no assignment relating to this Lease, whether with or without City's consent, shall relieve Lessee from any liability under this Lease, and, in the event of an assignment of Lessee's entire interest in this Lease, the liability of Lessee and such Permitted Transferee shall be joint and several.

In the case of an assignment, Lessee shall pay to City fifty percent (50%) of any monetary or other economic consideration received by Lessee as a result of the assignment over and above the amount of Lessee's rental and other payments due City pursuant to this Lease (excluding any consideration attributed to assets other than this Lease) after first deducting the unamortized cost of leasehold improvements which costs had been approved by City and paid for by Lessee. For the purpose of this Section, an ownership change of more than 50% shall be considered an assignment.

9.4. In the case of a sublease requiring the Chief Executive Officer's consent to a change of use of the Demised Premises, as a condition to the Consent to Sublease, it shall not be deemed unreasonable for the City to require that Lessee shall pay to City 50 percent (50%), of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due City pursuant to this Lease (excluding any consideration attributed to assets other than this Lease), after first deducting the unamortized cost of leasehold improvements which costs had been approved by City and paid for by Lessee.

9.5. In the case of a sublease, as a condition to the Consent to Sublease, it shall not be deemed unreasonable for the City to require that Lessee shall pay to City fifty percent (50%) of the

monetary or other economic consideration, including but not limited to rent, received by Lessee as a result of the sublease, net of expenses mutually agreed to by both Parties. In addition to City's audit rights, Lessee shall within thirty (30) days upon City's request provide City with a written report describing the calculation of the amounts paid by Lessee for the period requested by City. The application of this Section 9.5 shall not limit the application of Section 9.4 if Section 9.4 is otherwise applicable.

Section 10. Hazardous and Other Regulated Substances.

10.1. Definition of "hazardous substance(s)." For the purposes of this Lease, "hazardous substances" means:

10.1.1. Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

10.1.2. Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

10.1.3. Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

10.1.4. Any substance the presence of which on the Demised Premises causes or threatens to cause a nuisance upon the Demised Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Demised Premises; or

10.1.5. Any substance the presence of which on adjacent properties could constitute a trespass by Lessee; or

10.1.6. Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases in excess of amounts permitted by applicable law.

10.2. Environmental Indemnity. Except (a) for any conditions existing prior to the original occupancy of the Demised Premises by Lessee or by Lessee's predecessors in interest, (b) for any conditions at the Demised Premises or the Airport not caused or materially exacerbated by Lessee, as determined in a final, non-appealable judgment, or (c) to the extent City is

responsible for hazardous substances under the Work Letter, Lessee agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing, and/or disposal of hazardous substances, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the Demised Premises, on the user of the land, or on the user of the improvements. Lessee agrees that any claims, damages, penalties, or fines asserted against or levied on City and/or the Lessee as a result of noncompliance with any of the provisions in this Section shall be the sole responsibility of the Lessee and that Lessee shall indemnify and hold City harmless from all such claims, damages, penalties, or fines. Further, City may, at its option, pay such claims, damages, penalties, or fines resulting from Lessee's non-compliance with any of the terms of this Section, and Lessee shall indemnify and reimburse City for any such payments.

10.3. Except for conditions existing prior to the original occupancy of the Demised Premises by Lessee or Lessee's predecessors in interest, and expressly excluding any condition at the Demised Premises or the Airport not caused or materially exacerbated by Lessee, as determined in a final, non-appealable judgment, in the case of any hazardous substance spill, leak, discharge, release or improper storage on the Demised Premises or contamination of the Demised Premises by Lessee, Lessee agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any spill, leakage, discharge, release or contamination, in accordance with applicable laws. In the case of any hazardous substance spill, leak, discharge, release or contamination by Lessee or its employees, servants, agents, contractors, or subcontractors on the Demised Premises or as may be discharged or released by Lessee or its employees, servants, agents, contractors, or subcontractors in, on or under adjacent property which affects other property of City or its tenants, Lessee agrees to make or cause to be made any necessary corrective actions to clean up and remove any such spill, leakage, discharge, release or contamination. If Lessee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by City shall be at Lessee's sole cost and expense and Lessee shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, cleanup, or corrective action it takes. Notwithstanding anything in this Lease to the contrary, City shall be responsible, at City's sole cost and expense, for remediating and/or removing any hazardous substances on, in, under or about the Demised Premises which existed prior to the occupancy of the Demised Premises by Lessee and are required to be remediated by City under the Work Letter.

10.4. If Lessee installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements on the Demised Premises for the storage, distribution, use, treatment, or disposal of any hazardous substances, Lessee agrees, upon the expiration and/or termination of this Lease, to remove the above referenced improvements, clean up releases of hazardous substances, (subject to the last sentence of subsection 73.3 hereof), or both, at the sole option of the Chief Executive Officer, the above-referred-to improvements. Said removal and/or cleanup shall be at the Lessee's sole cost and expense (subject to the last sentence of subsection 73.3 hereof) and shall be undertaken and completed

in full compliance with all federal, state, and local laws and regulations, as well as with the reasonable directions of the Chief Executive Officer.

10.5. Lessee's Provision to City of Environmental Documents. Unless otherwise agreed to by City, Lessee shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by Lessee to or received by Lessee from, any governmental entity regarding any hazardous substance on the Demised Premises. Such written materials include, without limitation, all documents relating to any threatened or actual hazardous substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened hazardous substance spill, leak, or discharge including all test results.

10.6. Survival of Environmental Indemnity Obligations. This Section and the obligations herein shall survive the expiration or earlier termination of this Lease.

Section 11. Airfield Security.

11.1. Lessee shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, airport security agreements, and/or orders of any federal, state, and/or local governmental entity regarding airfield security. Lessee shall be responsible for the maintenance and repair of that portion of the Airport perimeter fence, including gates and doors, located on the Demised Premises or controlled by Lessee. Lessee shall comply fully with applicable provisions of the Transportation Security Administration Regulations, 49 Code of Federal Regulations ("CFR") Sections 1500 through 1550 and 14 CFR Part 129, including the establishment and implementation of procedures acceptable to the Chief Executive Officer to control access from the Demised Premises to air operation areas in accordance with the Airport Security Program required by CFR Sections 1500 through 1550. Further, Lessee shall exercise exclusive security responsibility for the Demised Premises.

11.2. In addition to the foregoing, gates and doors located on the Demised Premises which permit entry into restricted areas at Airport shall be kept locked by Lessee at all times when not in use or under Lessee's constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to Department of Airports' Operations Division without delay and shall be maintained under constant surveillance by Lessee until repairs are affected by Lessee or City and/or the gate or door is properly secured.

11.3. Lessee shall cooperate with City to maintain and improve Airport security, and shall cooperate in investigations of violations of state and local laws, ordinances, and rules and regulations, of any federal, state and/or local governmental entity regarding airport and airfield security. Lessee shall provide necessary assistance to, and cooperate with, City in case of any emergency. Lessee shall, upon request, provide City relevant information which will enable City to provide efficient and effective management in response to any airport or airfield emergency.

11.4. All civil penalties levied by the TSA for violation of TSA Regulations pertaining to security gates or doors located on the Demised Premises or otherwise controlled by Lessee shall be the sole responsibility of Lessee. Lessee agrees to indemnify City for any federal civil penalties amounts City must pay due to any security violation arising from the use of Demised Premises

or the breach of any obligation imposed by this Section. Lessee is also responsible for City's reasonable attorney's fees and costs.

Section 12. Business Tax Registration.

12.1. Lessee represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Lessee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 14. Laws, Rules, and Regulations.

14.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, policies and/or orders of any federal, state, and/or local government authority ("Applicable Laws") in connection with Lessee's use of the Demised Premises. This Lease shall be subject to and subordinate to all Applicable Laws and any City agreement or obligation pursuant to Applicable Laws, including but not limited to City's grant assurances to the Federal Aviation Administration.

14.2. Lessee shall be solely responsible for fully complying, in connection with Lessee's use of the Demised Premises, with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Chief Executive Officer which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Chief Executive Officer with respect to the operation of Airport.

14.3. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

Section 15. Disabled Access.

15.1. Except to the extent the same will be addressed as part of the Improvements to be performed under the Work Letter, Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the Demised Premises including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance; except that City shall be solely responsible for any and all damages caused by, and/or penalties levied, as a result of failure of the Improvements as constructed to be in noncompliance. Further, Lessee agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990, and any amendments thereto or successor statutes.

15.2. Should Lessee fail to comply with Subsection 77.1, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal

access compliance. Lessee will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 16. Living Wage Ordinance and Service Contractor Worker Retention Ordinances.

16.1. Living Wage Ordinance

16.1.1. General Provisions: Living Wage Policy. This Lease is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code) which is incorporated herein by this reference. . The LWO requires that, unless specific exemptions apply, any employees of tenants or Lessees of City property who render services on the leased premises or licensed premises are covered by the LWO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Lessee shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Lessee shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Lessee agrees to comply with federal law prohibiting retaliation for union organizing.

16.1.2. Living Wage Coverage Determination. An initial determination has been made that this is a public lease under the LWO, and, that it is not exempt from coverage by the LWO. Determinations as to whether this Lease is a public lease or license covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Lessee in writing about any redetermination by City of coverage or exemption status. To the extent Lessee claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Lessee to prove such non-coverage or exemption.

16.1.3. Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Lessee is not initially exempt from the LWO, Lessee shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates,

effective on the Execution Date of this Lease, and shall execute the Declaration of Compliance Form contemporaneously with the execution of this Lease. If Lessee is initially exempt from the LWO, but later no longer qualifies for any exemption, Lessee shall, at such time as Lessee is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Lease and City shall be entitled to terminate this Lease and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Lessee violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Lease. Nothing in this Lease shall be construed to extend the time periods or limit the remedies provided in the LWO.

16.1.4. Subcontractor Compliance. Lessee agrees to include, in every subcontract or sublease covering City property entered into between Lessee and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to City's property; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the Subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to City property, and (ii) invoke, directly against the subcontractor with respect to City property, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

16.2. Service Contract Worker Retention Ordinance. This Lease may be subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Lessee must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

Section 17. Child Support Orders.

17.1. This Lease is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this Section, Lessee (and any subcontractor of Lessee providing

services to City under this Lease) shall (1) fully comply with all State and Federal employment reporting requirements for Lessee's or Lessee's subcontractor's employees applicable to Child Support Assignments Orders; (2) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (3) maintain such compliance throughout the term of this Lease. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Lessee or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Lessee or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Lease subjecting this Lease to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Lessee by City (in lieu of any time for cure provided elsewhere in this Lease).

Section 18. Visual Artists' Rights Act.

18.1. Lessee shall not install, or cause to be installed, any work of art subject to the Visual Artists' Rights Act of 1990 (as amended), 17 U.S.C. 106A, et seq., or California Code Section 980, et seq., hereinafter collectively "VARA" on or about the Demised Premises without first obtaining a waiver, in writing, of all rights under VARA, satisfactory to the Chief Executive Officer and approved as to form and legality by the City Attorney's Office, from the artist. Said waiver shall be in full compliance with VARA and shall name City as a party for which the waiver applies.

18.2. Lessee is prohibited from installing, or causing to be installed, any piece of artwork covered under VARA on the Demised Premises without the prior, written approval and waiver of the Chief Executive Officer. Any work of art installed on the Demised Premises without such prior approval and waiver shall be deemed a trespass, removable by City, by and through its Chief Executive Officer, upon three (3) days written notice, all costs, expenses, and liability therefor to be borne exclusively by Lessee.

18.3. Lessee, in addition to other obligations to indemnify and hold City harmless, as more specifically set forth in this Lease, shall indemnify and hold harmless City from all liability resulting from Lessee's failure to obtain City's waiver of VARA and failure to comply with any portion of this provision.

18.4. The rights afforded City under this provision shall not replace any other rights afforded City in this Lease or otherwise, but shall be considered in addition to all its other rights.

Section 19. Equal Benefits Ordinance.

19.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Lessee certifies and represents that Lessee will comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. Lessee shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of

such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term "Non-ERISA Benefits" shall mean any and all benefits payable through benefit arrangements generally available to Lessee's employees which are neither "employee welfare benefit plans" nor "employee pension plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Lessee to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and, which include any bereavement leave, family and medical leave, and travel discounts provided by Lessee to its employees, their spouses and the domestic partners of employees.

19.2. Lessee agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of a Lease with the City of Los Angeles, the Lessee will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2625."

19.3. The failure of Lessee to comply with the EBO will be deemed to be a material breach of the Lease by City. If Lessee fails to comply with the EBO, the City may cancel or terminate the Lease, in whole or in part, and all monies due or to become due under the Lease may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Lessee in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance. If the City determines that Lessee has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Lease.

Section 20.0 Choice of Law.

20.5. Laws of California. This Lease shall be construed and enforced in accordance with the laws of the State of California and venue shall lie at Airport.

Section 21.0 Exclusivity.

21.8. Exclusivity. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act [49 U.S.C. 40103(e) and 47107(a)(4) (Public Law 103-272; 108 STAT. 1102)].

Section 22.0 Subordinant to Rights of U.S. Government.

22.1. Rights of United States Government. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport. Failure of Lessee or any

occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

22.2. War or National Emergency. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

Section 23.0 Force Majeure.

23.1. Force Majeure. Except as otherwise provided in this Lease, whenever a day is established in this Lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by Force Majeure (as hereinafter defined); provided, however, that nothing contained in this Subsection shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.

For purposes of this Lease, the term "Force Majeure" shall mean, in relation to the conditions that may cause a party to be temporarily, partially or wholly prevented from performing its obligations to the other party under this Agreement and not for any other purpose or for any benefit of any third party: any event beyond the reasonable control of the party claiming it, including, but not limited to, embargoes, shortages of material, acts of God, acts of public enemy (such as war, (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage), acts of a governmental authority (such as the United States' Department of Transportation, the United States Federal Aviation Administration, the United States Transportation Security Administration, the United States Environmental Protection Agency and defense authorities), fires, floods, earthquakes, hurricanes, tornadoes and other extreme weather conditions; provided, however, that strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns shall not be considered an event of Force Majeure. The term Force Majeure includes delays caused by governmental agencies in the processing of applicable building and safety permits but only to the extent that such processing time actually exceeds the normal and reasonable processing time period for such governmental agency permit; provided, however, that any delays caused by Lessee or its Contractors in the processing of such permits (such as Lessee or its Contractors' failure to submit complete applications for such permits) shall not be considered a basis for a claim of Force Majeure by Lessee. Any lack of funds shall not be deemed to be a cause beyond the control of a party. If Lessee shall claim a delay due to Force Majeure, Lessee must notify City in writing within five (5) business days of the first occurrence of any claimed event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming Force Majeure and the anticipated delay in Lessee's performance to the extent such anticipated delay is known to Lessee at the time such notice to City is required. If Lessee fails to provide such notice within said five (5) business-day period, then no Force Majeure delay shall be deemed to have occurred. Delays due to events of Force Majeure shall only be recognized to the extent that

such event actually delays the performance by such party and cannot otherwise be mitigated using commercially reasonable efforts.

Section 24.o Approvals.

24.10. Approvals. Any approvals required by City under this Lease shall be approvals of the Department of Airports acting as "lessor" hereunder and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the City as a governmental agency, including the approval of any permits required for construction or maintenance of the Demised Premises and the passage of any laws including those relating to zoning, land use, building and safety.

Section 25.o Amendments to Ordinances and Codes.

25.1. Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes which have been incorporated into this Lease by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Lease.

25.2 Deprivation of Lessee's Rights. City shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this Lease which may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the Lease by reason thereof.

Section 26. First Source Hiring Program For Airport Employers (LAX only)

26.1 Lessee shall comply with the provisions of the First Source Hiring Program adopted by the Board. See www.lawa.org.

Section 27. Alternative Fuel Vehicle Requirement Program (LAX Only).

27.1. Lessee shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program. See www.lawa.org.

Section 28. Campaign Contributions.

28.1 Lessee, its sublessees and subcontractors, and their respective principals (hereinafter, "Principals") are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract or lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Lessee is required to provide and update certain information to the City as specified by law. Lessee and any sublessee subject to Charter Section 470(c)(12) shall include the following notice in any contract or lease with a sublessee expected to receive at least \$100,000 for performance under this contract:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions"
As provided in Charter Section 470(c)(12) and related ordinances, you are sublessee on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), sublessee and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. The sublessee is required to provide to Lessee names and addresses of the sublessee's principals and contact information and shall update that information if it changes during the 12 month time period. Sublessee's information included must be provided to Lessee within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960."

28.2 Lessee, its sublessees, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Lease and pursue any and all legal remedies that may be available.

29. Intellectual Property Indemnification

29.1 CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

30. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

32. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any

unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

33. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

34. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

35. CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. Agreement/Reference All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. When to submit Normally, no work may begin until a **CITY** insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA®** is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however **submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed**. **CONTRACTOR** must provide **CITY** a thirty day notice of cancellation (ten days for non-payment of premium) AND an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the **CITY'S** online insurance compliance system, at <http://track4la.lacity.org>.

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the CAO-RM for consideration.

6. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. Automobile Liability insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. Property insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. Surety coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. Cyber Liability & Privacy coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the CITY employees' and/or CITY

customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the **CITY'S** or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.